

Hearing Date and Time: July 13, 2012 at 10:00 a.m. (prevailing Eastern Time)

Objection Deadline: July 6, 2012 at 4:00 p.m. (prevailing Eastern Time)

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Proposed Counsel for the Official

Committee of Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X
In re: : Chapter 11
:
Residential Capital, LLC, et al., : Case No. 12-12020 (MG)
:
Debtors. : Jointly Administered
:
----- X

**NOTICE OF APPLICATION PURSUANT TO SECTIONS 328 AND 1103 OF THE
BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE
2014 FOR AN ORDER TO RETAIN AND EMPLOY ALIXPARTNERS, LLP AS
FINANCIAL ADVISORS TO THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF THE DEBTORS, NUNC PRO TUNC, TO MAY 21, 2012**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On June 27, 2012 the Official Committee of Unsecured Creditors (the “**Committee**”) of the above captioned debtors and debtors-in-possession filed the attached Application Pursuant to Sections 328 and 1103 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014 for an Order to Retain and Employ AlixPartners, LLP as Financial Advisors to the Official Committee of Unsecured Creditors of the Debtors, Nunc Pro Tunc, to May 21, 2012 (the “**Application**”).

2. A hearing (the “**Hearing**”) to consider the Application shall be held before the Honorable Martin Glenn, United States Bankruptcy Judge, in Room 501 of the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York, 10004, on **July 13, 2012 at 10:00 a.m.** (prevailing Eastern time).

3. Any objections to the Application must be made in writing, filed with the Court (with a copy to Chambers) and served in accordance with the Order Under Bankruptcy Code Sections 102(1), 105(a) and 105(d), Bankruptcy Rules 1015(c), 2002(m) and 9007 and Local Bankruptcy Rule 2002-2 Establishing Certain Notice, Case Management and Administrative

Procedures entered on May 23, 2012 [Docket No. 141] (the “**Case Management Order**”), so as to be received no later than **July 6, 2012 at 4:00 p.m.** (prevailing Eastern Time) (the “**Objection Deadline**”).

4. If no objections to the Application are timely filed and served on or before the Objection Deadline, the Committee may submit to the Bankruptcy Court an order substantially in the form of the proposed order attached to the Application as **Exhibit A** (the “**Proposed Order**”).

5. A Copy of the Application can be obtained or viewed for a fee via PACER at www.pacer.gov or (without charge) on the Debtors’ restructuring website at www.kccllc.net/rescap.

Dated: June 27, 2012
New York, New York

KRAMER LEVIN NAFTALIS & FRANKEL LLP

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*Proposed Counsel for the Official Committee
of Unsecured Creditors of
Residential Capital, LLC, et al.*

Hearing Date and Time: July 13, 2012 at 10:00 a.m. (prevailing Eastern Time)

Response Deadline: July 6, 2012 at 4:00 p.m. (prevailing Eastern Time)

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*Proposed Counsel for the Official
Committee of Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
RESIDENTIAL CAPITAL, LLC, ., <i>et al.</i> ,)	
)	Case No. 12-12020 (MG)
Debtors.)	
)	Jointly Administered

**APPLICATION PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY
CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014 FOR AN
ORDER TO RETAIN AND EMPLOY ALIXPARTNERS, LLP
AS FINANCIAL ADVISORS TO THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF THE DEBTORS, *NUNC PRO TUNC*, TO MAY 21, 2012**

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TO THE HONORABLE MARTIN GLENN,
UNITED STATES BANKRUPTCY JUDGE:

The Official Committee of Unsecured Creditors (the “**Committee**”) of Residential Capital, LLC (“**ResCap**”) and its affiliates that are chapter 11 debtors and debtors-in-possession (each a “**Debtor**” and collectively the “**Debtors**”) in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”), file this application (the “**Application**”) for the entry of an order, pursuant to sections 328 and 1103 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Bankruptcy Rules of the Southern District of New York (the “**Local Bankruptcy Rules**”), substantially in the form attached hereto as **Exhibit A**, authorizing the Committee to retain AlixPartners, LLP (“**AlixPartners**”) to serve as financial advisor to the Committee, *nunc pro tunc* to May 21, 2012. In support of this Application, the Committee submits the Declaration of Harvey R. Kelly (the “**Kelly Declaration**”) a copy of which is attached hereto as **Exhibit B**, and respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The bases for the relief requested herein are sections 328 and 1103 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Bankruptcy Rule 2014-1.

BACKGROUND

4. On May 14, 2012 (the “**Petition Date**”), each of the Debtors filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code. The Debtors continue

to operate their businesses and manage their properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On May 16, 2012, the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”), pursuant to section 1102 of the Bankruptcy Code, appointed the Committee to represent the interests of all unsecured creditors in these Chapter 11 Cases. The U.S. Trustee selected the following nine parties to serve as members of the Committee: (i) Wilmington Trust, N.A.; (ii) Deutsche Bank Trust Company Americas; (iii) The Bank of New York Mellon Trust Company, N.A.; (iv) MBIA Insurance Corporation; (v) Rowena L. Drennan; (vi) AIG Asset Management (U.S.), LLC; (vii) U.S. Bank National Association; (viii) Allstate Life Insurance Company; and (ix) Financial Guaranty Insurance Company.

6. At a meeting of the Committee held on May 21, 2012, the Committee voted to retain AlixPartners to serve as financial advisor. Accordingly, this Application is made by the Committee for an order, pursuant to sections 328 and 1102 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014-1, authorizing the Committee to retain AlixPartners as its financial advisor, effective as of May 21, 2012.

7. On June 18, 2012, the Court directed the U.S. Trustee to appoint an examiner in these Chapter 11 Cases.

RELIEF REQUESTED

8. This Application is made by the Committee for an order, pursuant to sections 328 and 1103 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Bankruptcy Rule 2014-1, authorizing the employment and retention of AlixPartners as its financial advisor effective as of May 21, 2012, in accordance with the terms and conditions set forth in that certain engagement letter dated as of June 27, 2012, by and between the Committee and AlixPartners

(the “**Engagement Letter**”), a copy of which is attached hereto as **Exhibit C** and incorporated by reference herein.

9. The Committee brings this Application because of the critical importance of a financial advisor to assist in the performance of its duties. The Committee believes that AlixPartners is well qualified to provide those advisory services and that the terms of the Engagement Letter are reasonable.

ALIXPARTNERS’ QUALIFICATIONS

10. The Committee understands that AlixPartners has a wealth of experience in providing financial advisory services, and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States.

11. AlixPartners’ professionals have assisted and advised, and provided strategic advice to, debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors’ Chapter 11 Cases. Since its inception in 1981, AlixPartners, its predecessor entities, and its affiliate, AP Services, LLC, have provided restructuring or crisis management services in numerous large cases, including most recently: In re Eastman Kodak Company, No. 12-10202 (ALG) (Bankr. S.D.N.Y. 2012); In re TBS Shipping Services, Inc., No. 12-22224 (RDD) (Bankr. S.D.N.Y. 2012); In re United Retail Group, Inc., No. 12-10405 (SMB) (Bankr. S.D.N.Y. 2012); In re Borders, Inc., No. 11-10615 (Bankr. S.D.N.Y. 2011); In re Neff Corp., No. 10-12610 (Bankr. S.D.N.Y. 2011); In re Lyondell Chemical Co., No. 09-10023 (REG) (Bankr. S.D.N.Y. 2009); In re Motors Liquidation Co., No. 09-50026 (REG) (Bankr. S.D.N.Y.); In re Hayes Lemmerz, No. 09-11655 (MFW) (Bankr. D. Del. 2009); In re Bearing Point, No. 09-10693 (REG) (Bankr. S.D.N.Y. 2009); In re Charter Communications, No. 09-11435 (JMP) (Bankr. S.D.N.Y. 2009); In re General Growth

Properties, No. 09-11977 (ALG) (Bankr. S.D.N.Y. 2009); In re ACG Holdings, Inc., No. 08-11467 (CSS) (Bankr. D. Del. 2008); In re Bally Total Fitness of Greater New York, No. 08-14818 (BRF) (Bankr. S.D.N.Y. 2008) and No. 07-12395 (BRL) (Bankr. S.D.N.Y. 2007); In re Reader's Digest, No. 09-23529 (Bankr. S.D.N.Y. 2009); In re SemGroup, L.P., No. 08-11525 (BLS) (Bankr. D. Del 2008); In re Tropicana Casinos & Resorts, No. 08-10856 (DJC) (Bankr. D. Del. 2008); In re VeraSun Energy Corporation, No. 08-12606 (BLS) (Bankr. D. Del. 2008); In re Tribune Company, No. 08-13141 (KJC) (Bankr. D. Del. 2008).

12. In light of the size and complexity of the Debtors' Chapter 11 Cases, the Committee requires the services of a seasoned and experienced financial advisor, and one that is familiar with the Debtors' businesses and operations and the chapter 11 process. The Committee believes that AlixPartners is well-qualified to provide its services in a cost-effective, efficient, and timely manner. AlixPartners will coordinate with the other retained professionals in the Chapter 11 Cases to eliminate unnecessary duplication or overlap of work. The Committee submits that the employment and retention of AlixPartners would be in the best interest of the Debtors, their estates and their creditors.

SERVICES TO BE RENDERED

13. Subject to further order of the Court and consistent with the Engagement Letter, the Committee anticipates that AlixPartners will render such financial advisory services as the Committee may consider desirable to discharge the Committee's responsibilities and further the interests of the Committee's constituents in these cases. It is expected that AlixPartners services will include, without limitation, the following:¹

¹ To the extent that the Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control.

- Advise and assist the Committee in its review and investigation of: (i) intercompany transactions, including those between the Debtors and non-Debtor subsidiaries and affiliates and (ii) selected other pre-petition transactions.
- Advise and assist the Committee in identifying and/or reviewing preference payments, fraudulent conveyances and other causes of action that the Debtors' estates may hold against third parties.
- Render expert testimony and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Analyze the Debtors' assets and claims and assess potential recoveries to the various creditor constituencies under various scenarios.
- Advise and assist the Committee in its analysis and monitoring of the Debtors' historical, current and projected financial affairs, including without limitation, schedules of assets and liabilities, statements of financial affairs, periodic operating reports, analyses of cash receipts and disbursements and analyses of cash flow forecasts.
- Assist the Committee and its counsel and investment bankers in evaluating the proposed and future proposed asset sales in an effort to maximize the recovery to unsecured creditors.
- Evaluate and monitor the Debtors' cash forecasts and actual and projected liquidity.
- Analyze the Debtors' Business Plans, including prospective financial statements and the related underlying assumptions and support thereto.
- Develop periodic monitoring reports to enable the Committee to effectively evaluate the Debtors' performance on an ongoing basis.
- Assist and advise the Committee and its counsel in reviewing and evaluating any court motions filed or to be filed by the Debtors or any other parties-in-interest, including, but not limited to:
 - post-petition financing arrangements
 - cash management
 - employee programs
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Provide other services that are consistent with the Committee's role and duties as may be requested from time to time and that fall within AlixPartners' expertise.

14. Under the Engagement Letter, if AlixPartners finds it desirable to augment its professional staff with independent contractors (each, an **"Independent Contractor"**) in these Chapter 11 Cases (a) AlixPartners will file, and require the Independent Contractor to file,

declarations indicating that such Independent Contractor has reviewed the list of interested parties in this case, disclosing the Independent Contractor's relationships, if any, with the interested parties and indicating that the Independent Contractor is disinterested, (b) the Independent Contractor will remain disinterested during the time that the Independent Contractor is involved in providing services on behalf of the Committee, and (c) the Independent Contractor will represent that he or she will not work for the Debtors or other parties in interest in these Chapter 11 Cases during the time AlixPartners is involved in providing services to the Committee, except as an Independent Contractor of AlixPartners. AlixPartners will charge the Committee for an Independent Contractor's services at the rate charged to AlixPartners by such Independent Contractor.

15. In connection with each of its engagements, AlixPartners may use employees from each of its U.S. and non-U.S. subsidiary affiliates, depending on the needs of the engagement. To the extent AlixPartners uses employees from non-U.S. subsidiary affiliates of AlixPartners during this engagement, AlixPartners will charge standard non-U.S. hourly rates for each such employee, converted without mark-up to U.S. dollars on the invoice date. To the extent AlixPartners uses employees of its U.S. subsidiary affiliates during this engagement, AlixPartners will charge standard U.S. hourly rates for each such employee.

PROFESSIONAL COMPENSATION

16. AlixPartners' decision to accept this engagement to advise and assist the Committee is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment and compensated for its services and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices.

17. AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to

this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the guidelines established by the United States Trustee for the Southern District of New York (the "**Trustee Guidelines**"), and any other applicable procedures and orders of this Court and consistent with the proposed terms of compensation set forth in the Engagement Letter (all such proposed terms, the "**Fee Structure**") to which the Committee respectfully refers this Court for a full recitation.

18. Pursuant to the Engagement Letter, the Committee and AlixPartners have agreed to a Fee Structure based on AlixPartners' standard hourly rates. The current standard hourly rates for 2012, subject to periodic adjustments, charged by AlixPartners in respect of the professionals anticipated to be assigned to this case are as follows:

Managing Directors	\$815 – 970
Directors	\$620 – 760
Vice Presidents	\$455 – 555
Associates	\$305 – 405
Analysts	\$270 – 300
Paraprofessionals	\$205 – 225

19. In the normal course of business, AlixPartners may periodically adjust its billing rates to account for various economic factors. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

20. In addition to compensation for professional services rendered by AlixPartners personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including transportation costs, lodging, food, telephone, copying, and messenger services. For electronic discovery services, AlixPartners will charge fees for processing, hosting and production of electronic data as more specifically set forth in the Engagement Letter.

21. AlixPartners typically works for compensation that includes hourly-based fees and performance-based contingent incentive compensation earned upon achieving meaningful results. In these Chapter 11 Cases, however, AlixPartners has not required contingent incentive compensation.

22. AlixPartners will maintain records (in 1/10th of an hour increments) in support of any actual and necessary costs and expenses incurred in connection with the rendering of its services in these Chapter 11 Cases by category and nature of the services rendered and reasonably detailed descriptions of those services provided on behalf of the Committee, the approximate time expended in providing those services and the individuals who provided professional services on behalf of the Committee and will present such records to the Court. AlixPartners will file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Trustee Guidelines, and any applicable orders of this Court.

23. The Fee Structure is consistent with and typical of compensation arrangements entered into by AlixPartners and other comparable firms in connection with the rendering of similar services under similar circumstances. The Committee believes that the Fee Structure is in fact reasonable, market-based, and designed to fairly compensate AlixPartners for its work and to cover fixed and routine overhead expenses.

INDEMNIFICATION

24. The Engagement Letter contains standard indemnification language with respect to AlixPartners' services including, without limitation, an agreement by the Debtors to indemnify AlixPartners, its affiliates, and its partners, directors, officers, owners, employees, and agents from and against all claims, liabilities, losses, expenses, and actual damages arising out of or in

connection with the engagement of AlixPartners that is the subject of the Engagement Letter (unless such claims, liabilities, losses, expenses and damages are the result of the gross negligence or willful misconduct of AlixPartners).

25. The terms and conditions of the Engagement Letter, including the indemnification provisions and other aspects of the Fee Structure, were negotiated by the Committee and AlixPartners at arm's-length and in good faith. The Committee and AlixPartners respectfully submit that such terms and conditions are customary and reasonable for financial advisory engagements, both out of court and within chapter 11 cases. Specifically, the indemnification provisions in the Engagement Letter (and as reflected in the proposed Order) contain the qualifications and limitations that are customary in this district and other jurisdictions.² Further, when viewed in conjunction with the other terms of AlixPartners' proposed retention, such indemnification provisions are reasonable and in the best interests of the Debtors' estates, creditors, and all parties in interest. Accordingly, as part of this application, the Committee requests that this Court approve the terms of the Engagement Letter, including the indemnification provisions as set forth therein and reflected in the proposed Order.

ALIXPARTNERS' DISINTERESTEDNESS

26. AlixPartners has reviewed its electronic database and, to the best of its knowledge and except to the extent disclosed in the Kelly Declaration and exhibits thereto, AlixPartners (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code,

² See, e.g., In re Charter Commc'ns, Inc., No. 09-11435 (Bankr. S.D.N.Y. April 15, 2009) (order authorizing the retention of AlixPartners); In re Paper Int'l, Inc., No. 08-13917 (Bankr. S.D.N.Y. Oct. 31, 2008) (same); In re Granite Broad. Corp., No. 06-12984 (Bankr. S.D.N.Y. Feb. 13, 2007) (order authorizing the retention of Houlihan Lokey Howard & Zukin Capital, Inc.); In re Dana Corp., No. 06-10354 (Bankr. S.D.N.Y. March 29, 2006) (order authorizing the retention of AlixPartners); In re Calpine Corp., No. 05-60200 (Bankr. S.D.N.Y. March 28, 2006) (same); see also In re FLYi, Inc., No. 05-20011 (Bankr. D. Del. Dec. 2, 2005) (order authorizing retention of Miller Buckfire & Co., LLC); In re Foamex Int'l, Inc., No. 05-12685 (Bankr. D. Del. Oct. 17, 2005) (same); In re Oakwood Homes Corp., No. 02-13396 (Bankr. D. Del. July 21, 2003) (same).

(b) does not hold or represent an interest adverse to the Debtors' estates, and (c) has no connection to the Debtors, their creditors, or their related parties that would negatively impact AlixPartners' disinterestedness.

27. AlixPartners will periodically review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. To the extent that AlixPartners discovers any new relevant facts or relationships bearing on the matters described herein during the period of AlixPartners' retention, AlixPartners will use reasonable efforts to file promptly a supplemental declaration.

NOTICE

28. In accordance with the Order Under Bankruptcy Code Sections 102(1), 105(a) and 105(d), Bankruptcy Rules 1015(c), 2002(m) and 9007 and Local Bankruptcy Rule 2002-2 Establishing Certain Notice, Case Management and Administrative Procedures [Docket No. 141] (the "**Case Management Order**"), notice of this Application has been given to all parties listed on the Monthly Service List (as defined in the Case Management Order). Because of the nature of the relief requested, the Committee submits that such notice is sufficient and that no further notice of the relief requested in the Application need be provided.

NO PRIOR REQUEST

29. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, for the reasons set forth herein and in the Kelly Declaration, the Committee respectfully requests entry of an Order granting the relief requested herein and such other and further relief as may be appropriate under the circumstances.

New York, New York
June 27, 2012

**THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF
RESIDENTIAL CAPITAL, LLC, et al.,**

/s/ John S. Dubel

John S. Dubel, Chief Executive Officer
Financial Guaranty Insurance Company

Co-Chair, Official Committee of Unsecured
Creditors of Residential Capital, LLC, et al.

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
RESIDENTIAL CAPITAL, LLC, ., <i>et al.</i> ,)	Case No. 12-12020 (MG)
)	
Debtors.)	Jointly Administered
)	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF ALIXPARTNERS, LLP AS FINANCIAL ADVISOR
TO THE COMMITTEE NUNC PRO TUNC TO MAY 21, 2012**

Upon consideration of the application (the “**Application**”)¹ of the Official Committee of Unsecured Creditors (the “**Committee**”) for entry of an order (this “**Order**”), pursuant to sections 328 and 1103 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 2014 of the Federal Bankruptcy Rules (the “**Bankruptcy Rules**”) authorizing the employment and retention of AlixPartners, LLP (“**AlixPartners**”) as its financial advisor as of May 21, 2012, all as further described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Application being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. § 1408; and notice of the Application being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Application (the “**Hearing**”); and upon consideration of the Kelly Declaration, the record of the Hearing, and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors’ estates, their creditors and other parties in interest and that the legal and factual

¹ All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Application.

bases set forth in the Application establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Application is granted to the extent set forth herein.
2. The Committee is authorized, pursuant to section 328 of the Bankruptcy Code, to employ and retain AlixPartners as its financial advisor in accordance with the terms and conditions set forth in the Engagement Letter, effective as of May 21, 2012.
3. All requests of AlixPartners for payment of indemnity pursuant to the Engagement Letter shall be made by means of an application (interim or final, as applicable) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letter and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided, however*, that in no event shall AlixPartners be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.
4. In no event shall AlixPartners be indemnified if the Debtors or a representative of the estate asserts a claim for, and a court determines by final order that such claim arose out of, AlixPartners' own bad faith, self dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.
5. In the event that AlixPartners seeks reimbursement for attorneys' fees from the Debtors pursuant to the Engagement Letter, such attorneys' fees shall be sought solely in connection with indemnity claims made by or against AlixPartners, and the invoices and supporting time records from such attorneys shall be included in AlixPartners' own applications (both interim and final) and such invoices and time records shall be subject to the U.S. Trustee's

guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

6. AlixPartners will file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code; *provided, however*, that AlixPartners shall be compensated in accordance with the terms of the Engagement Letter, and subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable orders of this Court.

7. Prior to any increases in rates as set forth in paragraph 16 of the Application, AlixPartners shall file a supplemental declaration with the Court and give ten business days' notice to the Debtors, the U.S. Trustee and any official committee, which supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and indicate whether the client has received notice of and approved the proposed rate increase.

8. The Committee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

9. Notice of the Application as provided therein shall be deemed good and sufficient notice of such application, and the requirements of the Local Bankruptcy Rules are satisfied by the contents of the Application.

10. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

New York, New York

Date: _____, 2012

United States Bankruptcy Judge

Exhibit B

Kelly Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
RESIDENTIAL CAPITAL, LLC, ., <i>et al.</i> ,)	Case No. 12-12020 (MG)
)	
Debtors.)	Jointly Administered
)	

**DECLARATION OF HARVEY R. KELLY IN SUPPORT OF
APPLICATION OF OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF ALIXPARTNERS, LLP
AS ITS FINANCIAL ADVISOR, *NUNC PRO TUNC* TO MAY 21, 2012**

I, Harvey R. Kelly, under penalty of perjury, declare as follows:

1. I am a Managing Director with AlixPartners, LLP, which has a place of business at 2000 Town Center, Suite 2400, Southfield, Michigan 48075. AlixPartners and its subsidiary affiliates including, without limitation, AP Services, LLC (collectively with AlixPartners, LLP, “**AlixPartners**”), are internationally recognized restructuring and turnaround advisory and consulting firms.

2. I submit this declaration on behalf of AlixPartners (the “**Declaration**”) in support of the application (the “**Application**”) of the Official Committee of Unsecured Creditors in the above-captioned chapter 11 case (the “**Committee**”) for an order, pursuant to sections 328 and 1103 of the Bankruptcy Code for authorization to employ and retain AlixPartners as financial advisor to the Committee effective as of May 21, 2012.¹ Except as otherwise noted, I have

¹ Capitalized terms not otherwise defined in this Declaration shall have the meanings ascribed to them in the Application.

personal knowledge of the matters set forth herein, and if called as a witness, would testify competently thereto.

AlixPartners' Disinterestedness

3. In connection with the proposed retention of AlixPartners by the Committee, AlixPartners undertook a lengthy conflicts analysis process to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estates.

4. Specifically, to check and clear potential conflicts of interest in these Chapter 11 Cases, AlixPartners reviewed its client relationships to determine whether it had any relationships with the entities named on **Schedule 1** attached hereto,² which were provided to AlixPartners by the Debtors (collectively, the "**Potential Parties in Interest**"). In addition, AlixPartners sent a firm-wide e-mail to all of its professionals requesting information on potential relationships.

5. Based on that search, AlixPartners represents that, to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest for AlixPartners with regard to its representation of the Committee. While the disclosures refer to AlixPartners, the conflict search was performed and results were disclosed as to AlixPartners and each of its U.S. and non-U.S. subsidiary affiliates. AlixPartners wishes to disclose the following:

- H&F Astro LLC and Hellman & Friedman Capital Associates V, LLC ("**H&F Capital**"), two private equity investment vehicles managed by Hellman & Friedman LLC ("**H&F LLC**"), and collectively with H&F Astro LLC and H&F Capital, "**H&F**") own a controlling stake in AlixPartners, LLP, an affiliate of AP

² The list of potential parties in interest attached hereto as Schedule 1 includes those potential parties in interest provided to the Committee by Debtors' counsel on May 17, 2012. On June 26, 2012 the Debtors filed retention applications for certain of the Debtors' professionals and included an updated list of potential parties in interest with those retention applications. We are reviewing the updated retention checklist, will follow the procedures set forth herein with respect to additional parties not previously provided, and will file a supplemental declaration with additional disclosures if necessary.

Services, LLC. No material nonpublic information about the Debtors has been furnished by AlixPartners to H&F. AlixPartners' conflict checking system has searched the names of each managing director of H&F LLC and each portfolio company of H&F LLC (the "**H&F Conflict Parties**") against the list of Potential Parties in Interest, and AlixPartners has determined to the best of its knowledge that there are no resulting disclosures other than as noted herein. The term "portfolio company" means any business in which H&F has a direct controlling or minority interest. The term "portfolio company" does not include indirect investments such as businesses owned or investments made by an H&F portfolio company. H&F invests primarily in equity-related investments. However, H&F, its members, affiliated fund entities or affiliates (collectively, the "**H&F Entities**") may have had, currently have or may in the future have business relationships or connections with the Debtors or other Potential Parties in Interest in matters related to or unrelated to the Debtors or their affiliates or these Chapter 11 Cases. AlixPartners operates independently of the H&F Entities, and does not share common employees or officers, except that certain H&F LLC managing directors or employees are on the Board of Directors of AlixPartners. AlixPartners' financial performance is not impacted by the success or failure of the H&F Entities. Accordingly, AlixPartners has not undertaken to determine the existence, nature and/or full scope of any business relationships or connections that the H&F Entities may have with the Potential Parties in Interest, the Debtors and their affiliates or these Chapter 11 Cases, other than with respect to the H&F Conflict Parties. AlixPartners believes it continues to be disinterested and does not hold or represent an interest adverse to the estate with respect to the engagement, regardless of any direct or indirect relationship or connection any of the H&F Entities may have with the Debtors.

- Two confidential current clients of AlixPartners are listed as unsecured creditors, mortgage/monoline insurers and counterparties to servicing agreements to the Debtors. AlixPartners is currently unable to disclose the identity of these clients due to confidentiality clauses in the respective engagement letters. AlixPartners represents these confidential clients in matters unrelated to the Debtors. AlixPartners believes that its representation of these confidential clients will not affect its representation of the Committee in these proceedings.
- AlixPartners currently represents several confidential clients who are identified as or affiliated with parties identified as members of the creditors' committee, parties in litigation, unsecured creditors, and/or parties to servicing agreements related to the Debtors. AlixPartners represents these confidential clients in certain litigation matters related to the Debtors, but is unable to disclose the identity of these clients due to confidentiality clauses in the respective engagement letters. Each of the confidential clients is aware of AlixPartners concurrent representation of the confidential clients and the Committee. In addition, the Committee has been informed by AlixPartners of the existence of the concurrent representations, and based on AlixPartners' disclosure with respect to those representations, believes the interests of the Committee and the confidential clients are generally aligned and that AlixPartners' representation of the confidential clients will not be

adverse to the interests of the Committee. In an abundance of caution, however, AlixPartners has established an appropriate informational barrier to protect confidential information of the Committee from being shared with members of the engagement team representing the confidential clients and vice versa.

- Certain of the financial institutions that are Potential Parties in Interest may have extended credit or provided services, or may in the future extend credit or provide services to AlixPartners.
- ABN AMRO Mortgage Group, Inc. (“**ABN AMRO**”), a counterparty to servicing agreements to the Debtors, is a current and former AlixPartners client in matters unrelated to the Debtors. ABN AMRO is an indenture trustee, lender, bondholder, executory contract counterparty and collateral agent for vendors to former AlixPartners clients in matters unrelated to the Debtors. ABN AMRO provides banking services to AlixPartners.
- Aegis USA, Inc., a creditor to the Debtors, is an insurance provider, adverse party, shareholder, creditor and material contract party to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate is a former AlixPartners client in matters unrelated to the Debtors.
- Aegon USA Realty Advisors, a counterparty to servicing agreements to the Debtors, is a lender to a current AlixPartners bankruptcy engagement in which AlixPartners represents the official committee of unsecured creditors in matters unrelated to the Debtors.
- AIG Asset Management (U.S.), LLC (“**AIG**”), a creditor to the Debtors and a member of the Committee, is affiliated with entities that are limited partners, litigation counterparties, insurance providers, adverse parties, lenders and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate, American International Group, is a current and former AlixPartners client in matters unrelated to the Debtors. AIG has provided various types of insurance to AlixPartners in matters unrelated to the Debtors. AIG is the previous employer of a current AlixPartners employee.
- Allstate Bank (f/k/a Allstate Federal Savings Bank), Allstate Insurance Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Retirement Plan, Allstate New Jersey Insurance Company and Allstate Insurance (collectively, “**Allstate**”), creditors and litigation parties to the Debtors and a member of the Committee, are affiliated with entities that are lenders, executory contract counterparties, litigation parties and adverse parties to current and former AlixPartners clients in matters unrelated to the Debtors. Allstate is a former AlixPartners client in matters unrelated to the Debtors. Allstate is the previous employer of a current AlixPartners employee.

- American Enterprise Investment Services Inc., a bondholder to the Debtors, is a significant shareholder, lender and bondholder to current and former AlixPartners clients in matters unrelated to the Debtors.
- AT&T and AT&T Mobility (“**AT&T**”), utility providers to the Debtors, are affiliated with entities that are creditors, executory contract counterparties, vendors, lenders and shareholders to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate of AT&T is a former AlixPartners client in matters unrelated to the Debtors. AT&T is a vendor to AlixPartners.
- Banc of America Funding 2005-3 Trust, Banc of America Funding 2005-8 Trust, Banc of America Funding 2006-1 Trust, Banc of America Funding 2006-4 Trust and Banc of America Funding Corporation (collectively, “**BofA**”), counterparties to servicing agreements to the Debtors, are affiliated with entities that are current and former AlixPartners clients, as well as executory contract counterparties, creditors and lenders to current and former AlixPartners clients in matters unrelated to the Debtors.
- Banco Popular North America, a counterparty to servicing agreements to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors.
- Bank of Nova Scotia / CDS, a bondholder to the Debtors, is a creditor, lender and bondholder to current and former AlixPartners clients in matters unrelated to the Debtors. Bank of Nova Scotia is a client party to a current AlixPartners client in matters unrelated to the Debtors.
- Bank One National Association and Bank One, Texas NA (“**Bank One**”), trustees and Heloc investors in this bankruptcy matter, are current and former AlixPartners clients in matters unrelated to the Debtors. Bank One is a lender, creditor and executory contract counterparty to current and former AlixPartners clients in matters unrelated to the Debtors.
- BNYMellon and The Bank of New York Mellon (“**BNY**”), creditors and Heloc investors to the Debtors and a member of the Committee, are lenders, bondholders, significant shareholders, creditors, litigation parties, co-defendants and indenture trustees to current and former AlixPartners clients in matters unrelated to the Debtors. BNY affiliated entities are current and former AlixPartners clients in matters unrelated to the Debtors. BNY is the previous employer of a current AlixPartners employee.
- Barclays Bank Plc and Barclays Capital Inc. / LE (“**Barclays**”), lenders and bondholders to the Debtors, and affiliated entities, are creditors, significant shareholders, adverse parties, lenders and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors. Barclays is a vendor to AlixPartners.

- Bear Stearns Asset Backed Securities I, LLC, Bear Stearns Mortgage Capital Corporation, Bear Stearns Second Lien Trust 2007-1 and Bear Stearns Second Lien Trust 2007-SV1 (collectively, “**Bear Stearns**”), counterparties to servicing agreements to the Debtors, are lenders, bondholders, and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Bear Stearns is a former AlixPartners client in matters unrelated to the Debtors.
- Blackrock Global Investors, Inc., a bondholder to the Debtors, is a lender, creditor, bondholder and executory contract counterparty to current and former AlixPartners clients in matters unrelated to the Debtors. Blackrock Financial Management is a significant shareholder to a former AlixPartners client in matters unrelated to the Debtors. Blackrock Realty Advisors, a subsidiary of Blackrock, Inc., is a lessor to a current AlixPartners client in matters unrelated to the Debtors.
- Blackstone, a professional in interest in this bankruptcy matter, is a former AlixPartners client in matters unrelated to the Debtors. Affiliates of Blackstone are professionals in interest, significant shareholders, bondholders, creditors, parent companies and lenders to current and former AlixPartners clients and are landlords to AlixPartners, all in matters unrelated to the Debtors.
- Charter One Bank, N.A., a counterparty to servicing agreements to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors.
- Chase Manhattan Mortgage Corporation and The Chase Manhattan Bank, counterparties to servicing agreements to the Debtors, and affiliated entities are lenders, shareholders, vendors, bondholders and creditors to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate, JPMorgan Chase, is a current and former AlixPartners client in matters unrelated to the Debtors. JPMorgan Chase affiliated entities previously employed several current AlixPartners employees.
- The Charles Schwab Corporation, a creditor and litigation party to the Debtors, is a lender, adverse party, significant shareholder, bondholder and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. The Charles Schwab Corporation is a vendor to AlixPartners.
- Cisco Systems Capital Corporation (“**Cisco Systems**”), a utility provider to the Debtors, is a lender, adverse party and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. Cisco Systems is a vendor to AlixPartners.
- Citibank NA (“**Citi**”), a creditor to the Debtors, and affiliated entities are creditors, lenders, bondholders, shareholders, adverse parties, professionals in interest and lessors to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate, Citigroup, is a related party to a current AlixPartners client in matters unrelated to the Debtors. Citi is a current and former AlixPartners client in matters unrelated to the Debtors.

- Citizens Bank of Connecticut, Citizens Bank of Massachusetts, Citizens Bank of New Hampshire, Citizens Bank of Pennsylvania, Citizens Bank, N.A. and Citizens Federal Bank, FSB, counterparties to servicing agreements to the Debtors, are affiliated with an entity that is the previous employer of a current AlixPartners employee. An affiliate, Citizens Bank, is a creditor and executory contract counterparty to current and former AlixPartners clients in matters unrelated to the Debtors.
- Comcast, a utility provider to the Debtors, is the previous employer of a current AlixPartners employee.
- Comerica Bank (“**Comerica**”), a counterparty to servicing agreements to the Debtors, is a former lender to AlixPartners and also a former AlixPartners client in matters unrelated to the Debtors. Comerica is a lender, creditor, co-defendant and bondholder to current and former AlixPartners clients in matters unrelated to the Debtors. Comerica is the previous employer of a current AlixPartners employee. Comerica provides banking services to AlixPartners.
- Credit Suisse First Boston Mortgage Securities Corp. and Credit Suisse Securities (USA) LLC (“**CS**”), bondholders and counterparties to servicing agreements to the Debtors, are affiliated with an entity that is a current and former AlixPartners client in matters unrelated to the Debtors. Other CS affiliated entities are lenders, creditors, bondholders, shareholders, limited partners and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors. CS is the previous employer of a current AlixPartners employee.
- CSX, a bondholder to the Debtors, is affiliated with an entity that was a creditor and lessor to former AlixPartners clients in matters unrelated to the Debtors. CSX is the previous employer of a current AlixPartners employee.
- Dechert, LLP, a professional in interest in this bankruptcy matter, is a current and former AlixPartners client in matters unrelated to the Debtors.
- Deloitte & Touche, a professional in interest in this bankruptcy matter, is a vendor to AlixPartners, adverse to a former AlixPartners client, as well as a professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Deloitte is a current client of AlixPartners in matters unrelated to the Debtors. Additionally, Deloitte affiliated entities previously employed several current AlixPartners employees.
- Deutsche Bank AG and Deutsche Bank Trust Company Americas, creditors to the Debtors, are affiliated with entities that are shareholders, lenders, adverse parties, indenture trustees, creditors, limited partners and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Deutsche Bank AG is a current AlixPartners client in matters unrelated to the Debtors. Also, Deutsche Bank AG provides banking services to AlixPartners in matters unrelated to the Debtors.

- Dish Network, a utility provider to the Debtors, is a creditor and vendor to former AlixPartners clients in matters unrelated to the Debtors. Dish Network is a client related party to a former AlixPartners client in matters unrelated to the Debtors.
- EMC Mortgage Corporation (“**EMC**”), a counterparty to servicing agreements to the Debtors, is a creditor, material contract party and vendor to current and former AlixPartners clients in matters unrelated to the Debtors. EMC is a vendor to AlixPartners.
- Evercore, a professional in interest in this bankruptcy matter, is a creditor, lender, bondholder, director affiliated company and professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors.
- Federal National Mortgage Association (“**Fannie Mae**”), a counterparty to servicing agreements to the Debtors, is client party and co-defendant to former AlixPartners clients in matters unrelated to the Debtors. Fannie Mae is a creditor to a former AlixPartners client in matters unrelated to the Debtors.
- Federal Home Loan Bank of Boston, Federal Home Loan Bank of Chicago and Federal Home Loan Bank of Indianapolis (collectively, “**FHLB**”), creditors to the Debtors, are affiliated with an entity that is a current AlixPartners client in matters unrelated to the Debtors.
- Fidelity Federal Bank and Fidelity Savings and Loan (“**Fidelity**”), counterparties to servicing agreements to the Debtors, are vendors to AlixPartners. In addition, Fidelity and affiliated entities are lenders, lessors, adverse parties, director affiliated companies, executory contract counterparties, customers, lessees, bondholders and shareholders to current and former AlixPartners clients in matters unrelated to the Debtors. Fidelity is a former AlixPartners client in matters unrelated to the Debtors.
- Fifth Third Bank, a counterparty to servicing agreements to the Debtors, is a bondholder, creditor, lender, lessor and adverse party to current and former AlixPartners clients in matters unrelated to the Debtors. In addition, Fifth Third Bank is a member in a bank group for which AlixPartners performed services in matters unrelated to the Debtors. Fifth Third Bank is a client related party and a current and former AlixPartners client in matters unrelated to the Debtors.
- Financial Guaranty Insurance Company (“**FGIC**”), a creditor to the Debtors and a member of the unsecured creditors’ committee, is the previous employer of a current AlixPartners employee. FGIC is a current AlixPartners client in litigation matters unrelated to the Debtors. In addition, FGIC is a current AlixPartners client in structured finance matters that may potentially involve the Debtors. FGIC is aware of AlixPartners concurrent representation of FGIC and the Committee. In addition, the Committee has been informed by AlixPartners of the concurrent representation of FGIC, and based on those representations, believes the interests of the Committee and FGIC will not be adverse to the interests of the

Committee. In an abundance of caution, however, AlixPartners will establish an appropriate informational barrier, as necessary, to protect confidential information of the Committee from being shared with members of the engagement team representing FGIC and vice versa.

- Financial Security Assurance Inc., a mortgage and monoline Insurer, is a former AlixPartners client in matters unrelated to the Debtors.
- Fleet National Bank, a counterparty to servicing agreements to the Debtors, is lender, bondholder, professional in interest and executory contract counterparty to current and former AlixPartners clients in matters unrelated to the Debtors. Fleet National Bank is a former AlixPartners client in matters unrelated to the Debtors.
- Fortress Credit Corp. and Fortress Investment Group, LLC (“**Fortress**”), counterparties to servicing agreements to the Debtors and professionals in interest in this bankruptcy matter, are former clients of AlixPartners in matters unrelated to the Debtors. Fortress is a lender and shareholder to former AlixPartners clients in matters unrelated to the Debtors.
- Franklin Bank, SSB, Franklin Credit and Franklin Credit Management Corporation, counterparties to servicing agreements to the Debtors, are shareholders, creditors, co-plaintiffs and lenders to current and former AlixPartners clients in matters unrelated to the Debtors.
- Freddie Mac Foundation, Inc., a lender to the Debtors, is affiliated with an entity that is a co-client to a former AlixPartners client in matter unrelated to the Debtors.
- The Frost National Bank, a counterparty to servicing agreements to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors.
- FTI Consulting, a professional in interest in this bankruptcy matter, is a professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. FTI Consulting is the previous employer of current AlixPartners employees.
- GE Capital Consumer Card Co., GE Mortgage Services, LLC and General Electric Mortgage Insurance Corporation (collectively, “**GE**”), counterparties to servicing agreements and insurers to the Debtors, are creditors, customers, lenders, vendors, litigation parties, adverse parties, lessors and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors. GE is a former AlixPartners client in matters unrelated to the Debtors. GE is the previous employer of current AlixPartners employees.
- GMAC – RFC Holding Company, LLC, GMAC Model Home Finance I, LLC, GMAC Mortgage USA Corporation, GMAC Mortgage, LLC, GMAC Residential Holding Company, LLC, GMAC RH Settlement Service, LLC, GMACM

Borrower LLC, GMACM REO LLC, GMACR Mortgage Products, LLC, GMAC Financiera S.A. de C.V. Sociedad Financiera de Objeto Multiple, GMAC Residential Funding of Canada Limited, GMAC-RFC (No. 2) Limited, GMAC-RFC Auritec, S.A., GMAC-RFC Direct Limited, GMAC-RFC Espana Hipotecas SL, GMAC-RFC Europe Limited, GMAC-RFC Holdings Limited and GMAC-RFC Property Finance Limited are Debtor affiliates (collectively, "**GMAC**"). GMAC is an adverse party to current AlixPartners' clients in matters related to the Debtors. GMAC affiliates are former AlixPartners clients in matters unrelated to the Debtors. GMAC is an adverse party, creditor and lender to current and former AlixPartners clients in matters unrelated to the Debtors. GMAC is the previous employer of a current AlixPartners employee.

- Goldman Sachs International, Goldman Sachs Mortgage Company and Goldman, Sachs & Co. (collectively, "**Goldman Sachs**"), bondholders and counterparties to servicing agreements to the Debtors, are affiliated with entities that are lenders, litigants, lessees, bondholders, professionals in interest and shareholders to current and former AlixPartners clients in matters unrelated to the Debtors. Goldman Sachs is a former AlixPartners client in matters unrelated to the Debtors. Goldman Sachs is the previous employer of current AlixPartners employees.
- Homecomings Financial Real Estate Holdings, LLC ("**HFRE**"), a creditor to the Debtors, is a related party to a current AlixPartners client in matters related to the Debtors.
- HSBC Bank USA, NA ("**HSBC**"), a trustee in this bankruptcy matter, is affiliated with entities that are lenders, creditors and indenture trustees to current and former AlixPartners clients in matters unrelated to the Debtors. HSBC is a former AlixPartners client in matters unrelated to the Debtors.
- HSH Nordbank AG, HSH Nordbank AG, Luxembourg Branch, HSH Nordbank AG, New York Branch and HSH Nordbank Securities S.A. (collectively, "**HSH Nordbank**"), litigation parties to the Debtors, are current and former AlixPartners clients in matters unrelated to the Debtors. HSH Nordbank is a lender and creditor to current and former AlixPartners clients in matters unrelated to the Debtors.
- ING Bank FSB ("**ING**"), a counterparty to servicing agreements to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors. ING affiliated entities are lenders, noteholders, creditors, bondholders, lessors and bank steering committee members to current and former AlixPartners clients in matters unrelated to the Debtors.
- InterCall, Inc., a utility provider to the Debtors, is an AlixPartners' vendor. InterCall is a creditor and vendor to current AlixPartners clients in matters unrelated to the Debtors.

- JPMorgan Chase Bank, N.A., J.P. Morgan Clearing Corp. and J.P. Morgan Securities LLC. (collectively, “JPM”), trustees, depository banks and bondholders to the Debtors, are lenders, shareholders, vendors, bondholders and creditors to current and former AlixPartners clients in matters unrelated to the Debtors. JPM is a current and former AlixPartners client in matters unrelated to the Debtors. JPM affiliated entities previously employed several current AlixPartners employees.
- Kirkland & Ellis LLP, a professional in interest in this bankruptcy matter, is counsel, adverse counsel and professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Kirkland & Ellis is a current and former AlixPartners client in matters unrelated to the Debtors. AlixPartners is a client of Kirkland & Ellis in matters unrelated to the Debtors.
- Kramer Levin Naftalis & Frankel (“KLNF”), a professional in interest in this bankruptcy matter, is a professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. KLNF is client counsel to a current AlixPartners client in matters unrelated to the Debtors.
- Kurtzman Carson Consultants, LLC (“Kurtzman Carson”), a professional in interest in this bankruptcy matter, is a professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Kurtzman Carson is a vendor and executory contract counterparty to current AlixPartners clients in matters unrelated to the Debtors. Kurtzman Carson is the previous employer of a current AlixPartners employee.
- LaSalle Bank NA (“LaSalle”), a trustee in this bankruptcy matter, is a member of a bank group for which AlixPartners performed services in matters unrelated to the Debtors. LaSalle is a related party to a current AlixPartners client in matters unrelated to the Debtors. LaSalle and affiliated entities are lenders, bondholders, executory contract counterparties, collateral agents for vendors, creditors and lessors to current and former AlixPartners clients in matters unrelated to the Debtors. AlixPartners is a customer of LaSalle. The parent of LaSalle, ABN Amro, provides banking services to AlixPartners and is a current and former AlixPartners client in matters unrelated to the Debtors.
- Lehman Brothers Bank, FSB, Lehman Brothers Holdings Inc. and Lehman Capital, a division of Lehman Brothers Holdings Inc. (collectively, “Lehman”), creditors and counterparties to servicing agreements to the Debtors, are affiliated with entities that are bondholders, shareholders and lenders to current and former AlixPartners clients in matters unrelated to the Debtors. Lehman and affiliated entities are current and former AlixPartners clients in matters unrelated to the Debtors. Lehman Brothers previously employed a current AlixPartners employee and provided investment banking services to AlixPartners and affiliated entities.
- Level 3 Communications, a utility provider to the Debtors, is a vendor, shareholder, executory contract counterparty and litigation party to current and

former AlixPartners clients in matters unrelated to the Debtors. Level 3 Communications is a client related party to a former AlixPartners client in matters unrelated to the Debtors.

- Macquarie Mortgage Funding Trust 2007-1 and Macquarie Mortgages USA Inc., counterparties to servicing agreements to the Debtors and Heloc investors in this bankruptcy matter, are affiliated with entities that are current and former AlixPartners clients in matters unrelated to the Debtors.
- M&T Bank, a depositing bank to the Debtors, is a co-defendant to a former AlixPartners client in matter unrelated to the Debtors.
- Mayer Brown, LLP, a professional in interest in this bankruptcy matter, is a current and former AlixPartners client in matters unrelated to the Debtors. Mayer Brown, LLP is a professional in interest and adverse party to former AlixPartners client in matters unrelated to the Debtors. Mayer Brown, LLP is a vendor to AlixPartners.
- MBIA, a creditor to the Debtors and a member of the Committee, is a lender to former AlixPartners clients in matters unrelated to the Debtors. MBIA is an AlixPartners vendor. MBIA is a current AlixPartners client in various litigation matters including matters related and unrelated to the Debtors. MBIA is aware of and has consented to AlixPartners concurrent representation of MBIA and the Committee. In addition, the Committee has been informed by AlixPartners of the concurrent representation of MBIA, and based on those representations, believes the interests of the Committee and MBIA are generally aligned and that AlixPartners' representation of MBIA will not be adverse to the interests of the Committee. In an abundance of caution, however, AlixPartners has established an appropriate informational barrier to protect confidential information of the Committee from being shared with members of the engagement team representing MBIA and vice versa.
- Mellon Bank, a counterparty to servicing agreements to the Debtors, and affiliated entities are lenders, shareholders, executory contract counterparties and indenture trustees to current and former AlixPartners clients in matters unrelated to the Debtors. Mellon Bank is a former AlixPartners client in matters unrelated to the Debtors.
- Merrill Lynch Bank & Co., Merrill Lynch Hunton Paige, Merrill Lynch Mortgage Capital Inc., Merrill Lynch Mortgage Holdings, Inc., Merrill Lynch Mortgage Investors, Inc., Merrill Lynch Mortgage Lending, Inc. and Merrill Lynch Safekeeping (collectively, "**Merrill Lynch**"), counterparties to servicing agreements and bondholders to the Debtors, are affiliated with entities that are current and former clients of AlixPartners, as well as lenders, bondholders, shareholders, limited partners, adverse parties and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors.

Merrill Lynch is a former AlixPartners client in matters unrelated to the Debtors. Merrill Lynch is the previous employer of current AlixPartners employees.

- Mercer, a professional in interest in this bankruptcy matter, is a professional in interest to former AlixPartners clients in matters unrelated to the Debtors. Mercer is the previous employer of current AlixPartners employees. An affiliate, Mercer HR Consulting, is a vendor to AlixPartners.
- Metropolitan Life Insurance Company and Metlife Bank, N.A. (“**MetLife**”), counterparties to servicing agreements to the Debtors, are lenders and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors. MetLife is the previous employer of a current AlixPartners employee as well as a vendor to AlixPartners.
- Midwest Operating Engineers Pension Trust Fund (“**MOEP**”), a creditor to the Debtors, is a client related party to a current AlixPartners client in matters unrelated to the Debtors.
- Morgan Lewis and Bockius, a professional in interest in this bankruptcy matter, is opposing counsel, lender and professional in interest to former AlixPartners clients in matters unrelated to the Debtors. Morgan Lewis and Bockius is a former AlixPartners client in matters unrelated to the Debtors. The spouse of a current AlixPartners employee is a partner at Morgan, Lewis & Bockius, and AlixPartners confirmed that the spouse is not involved in any work for the Debtors.
- Morgan Stanley & Co. LLC, Morgan Stanley Capital I Inc., Morgan Stanley Mortgage Capital Inc., Morgan Stanley Mortgage Loan Trust 2005-3AR and Morgan Stanley Smith Barney LLC (collectively, “**Morgan Stanley**”), counterparties to servicing agreements and bondholders to the Debtors, are lenders, bondholders, creditors, shareholders and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Morgan Stanley is a current and former AlixPartners client in matters unrelated to the Debtors. Morgan Stanley is the previous employer of a current AlixPartners employee.
- Morrison & Foerster, a professional in interest in this bankruptcy matter, is a current and former AlixPartners client in matters unrelated to the Debtors. Morrison & Foerster is a professional in interest and opposing counsel to current and former AlixPartners clients in matters unrelated to the Debtors.
- MortgageIT Holdings Inc., a counterparty to servicing agreements to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors.
- National Credit Union Administration (“**NCUA**”), a litigation party to the Debtors, is a client related party to a current AlixPartners client in matters unrelated to the Debtors.

- New Century Mortgage Securities, Inc., a counterparty to servicing agreements to the Debtors, is affiliated with an entity that is a former AlixPartners client in matters unrelated to the Debtors.
- Nomura Asset Acceptance Corporation, Nomura Credit & Capital, Inc. and Nomura Home Equity Loan, Inc., counterparties to servicing agreements to the Debtors, are affiliated with entities that are lenders, creditors and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate, Nomura Holdings, is a former AlixPartners client in matters unrelated to the Debtors. Nomura Holdings is the previous employer of a current AlixPartners employee.
- Oppenheimer and Co., Inc. (“Oppenheimer”), a bondholder to the Debtors, is a lender, bondholder and professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Oppenheimer is the previous employer of a current AlixPartners employee.
- Pension Financial Services, Inc. / Ridge (“PFS”), a bondholder to the Debtors, is a significant shareholder and bondholder to current and former AlixPartners clients in matters unrelated to the Debtors. PFS is the previous employer of a current AlixPartners employee.
- Pershing LLC, a bondholder to the Debtors, is a significant shareholder, lender and bondholder to current and former AlixPartners clients in matters unrelated to the Debtors.
- PNC Bank, N.A. and PNC Mortgage Securities Corp. (collectively, “PNC”), counterparties to servicing agreements to the Debtors, are bondholders, lenders, significant shareholders and creditors to current and former AlixPartners clients in matters unrelated to the Debtors. PNC is a former AlixPartners client and is a co-defendant to a current AlixPartners client in matters unrelated to the Debtors. PNC is the previous employer of a current AlixPartners employee.
- PricewaterhouseCoopers, LLP (“PWC”), a professional in interest in this bankruptcy matter, is a professional in interest, opposing counsel and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. PWC is the auditor for AlixPartners and provides audit, tax and related consulting services. PWC is a former AlixPartners client in matters unrelated to the Debtors. PWC is the previous employer of a number of current AlixPartners employees. AlixPartners provides services to PWC in the ordinary course in matters unrelated to the Debtors.
- RBC Capital Markets, LLC, a bondholder to the Debtors, is affiliated with an entity that is a bondholder and lender to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate, Royal Bank of Canada is a former AlixPartners client in matters unrelated to the Debtors.

- Residential Funding Company, LLC, and affiliated entities are adverse parties to current AlixPartners clients in matters related to the Debtors. An affiliate, Ally Bank, is an adverse party to a current AlixPartners client in matters related to the Debtors.
- RBS Citizens, National Association (“**RBS**”), a counterparty to servicing agreements to the Debtors, is a lender, executory contract counterparty and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. A former Managing Director of AlixPartners is currently the UK Head of the Global Restructuring Group of The Royal Bank of Scotland, but had no involvement with this matter while employed at AlixPartners. RBS is a current AlixPartners client in matters unrelated to the Debtors.
- Sidley Austin, LLP, a professional in interest in this bankruptcy matter, is counsel, opposing counsel, vendor, and professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Sidley Austin is a current and former AlixPartners client in matters unrelated to the Debtors. Sidley Austin is a vendor to AlixPartners.
- Silver Point Capital, a bondholder to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors. Silver Point Capital is a lender and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. Silver Point Capital was a member of the Unofficial Ad-Hoc Bondholders Committee to a former AlixPartners client in matters unrelated to the Debtors.
- Skadden, Arps, Slate, Meagher & Flom, a professional in interest in this bankruptcy matter, is a professional in interest and client counsel to current and former AlixPartners clients in matters unrelated to the Debtors. Skadden, Arps, Slate, Meagher & Flom, is a current and former AlixPartners client in matters unrelated to the Debtors.
- Sprint, a utility provider to the Debtors, is a creditor, vendor and executory contract counterparty to current and former AlixPartners clients in matters unrelated to the Debtors. Sprint is a current and former AlixPartners client in matters unrelated to the Debtors.
- State Street Bank and Trust Co., a depository bank to the Debtors, is a lender, creditor, bondholder, vendor, significant shareholder, material contract party and trustee to current and former AlixPartners clients in matters unrelated to the Debtors.
- SunTrust and SunTrust Asset Funding, LLC (“**SunTrust**”), counterparties to servicing agreements and Heloc investors in this bankruptcy matter, are creditors, bondholders, material contract parties, lenders and indenture trustees to current and former AlixPartners clients in matters unrelated to the Debtors. SunTrust is a co-client to a former AlixPartners client in matters unrelated to the Debtors.

- TD Ameritrade Clearing, a bondholder to the Debtors, is a co-client to a current AlixPartners client in matters unrelated to the Debtors. An affiliate, Toronto-Dominion Bank, is a lender, creditor, vendor, bondholder, director-affiliated company and indenture trustee to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate, TD Waterhouse, is the previous employer of a current AlixPartners employee.
- Thrivent Financial for Lutherans, a creditor to the Debtors, is a creditor and professional in interest to former AlixPartners clients in matters unrelated to the Debtors.
- Time Warner Cable and Time Warner Telecom, utility providers to the Debtors, and affiliated entities, are litigation parties, vendors, adverse parties, creditors and director affiliated companies to current and former AlixPartners clients in matters unrelated to the Debtors.
- The Travelers Indemnity Company and Travelers Casualty and Surety Company of America (“**Travelers**”), insurance providers and counterparties to servicing agreements to the Debtors, are affiliated with entities that are creditors, insurance providers, bondholders, executory contract counterparties and adverse parties to current and former AlixPartners clients in matters unrelated to the Debtors. Travelers is a vendor to AlixPartners.
- UBS Financial Services LLC, UBS Real Estate Securities Inc., UBS Securities LLC, UBS Warburg Real Estate Securities Inc. and UBS Warburg, LLC (collectively, “**UBS**”), bondholders and counterparties to servicing agreements to the Debtors, are creditors, customers, director affiliated companies, lenders, lessors and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors. UBS is a current and former AlixPartners client in matters unrelated to the Debtors. UBS is the previous employer of a current AlixPartners employee.
- US Bank National Association (“**U.S. Bank**”), a creditor to the Debtors and, in its capacity as securitization trustee, a member of the Committee, and affiliated entities are lenders, creditors, indenture trustees, shareholders and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors. U.S. Bank is a client party to a current AlixPartners client in matters unrelated to the Debtors.
- U.S. Central Federal Credit Union, a litigation party to the Debtors, is a co-client to a current AlixPartners client in matters unrelated to the Debtors.
- Verizon, Verizon Business, Verizon California and Verizon Wireless (collectively, “**Verizon**”), utility providers to the Debtors, are former AlixPartners clients in matters unrelated to the Debtors. Other Verizon affiliated entities are creditors, executory contract counterparties and vendors to current and former

AlixPartners clients in matters unrelated to the Debtors. Verizon is a vendor to AlixPartners.

- Wachovia Bank N.A. and Wachovia Mortgage Corporation (“**Wachovia**”), Heloc investors, bondholders and counterparties to servicing agreements to the Debtors, are lenders, bondholders, creditors, adverse parties, co-defendants and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Wachovia is a current and former AlixPartners client in matters unrelated to the Debtors. Wachovia is the previous employer of current AlixPartners employees.
- Washington Mutual Bank, a counterparty to servicing agreements to the Debtors, is the previous employer of a current AlixPartners employee.
- Waste Management, a utility provider to the Debtors, is a creditor, adverse party and vendor to current and former AlixPartners clients in matters unrelated to the Debtors. Waste Management is a former AlixPartners client in matters unrelated to the Debtors.
- Wells Fargo & Company (“**Wells Fargo**”), a creditor to the Debtors, is affiliated with entities that are lenders, creditors, lessors, bondholders, indenture trustees, adverse parties and vendors to current and former AlixPartners clients in matters unrelated to the Debtors. Wells Fargo is a related party to a current AlixPartners client and a vendor to AlixPartners, all in matters unrelated to the Debtors. Wells Fargo is a current and former AlixPartners client in matters unrelated to the Debtors.
- Western Asset Management Company (“**Western Asset**”), a bondholder to the Debtors, is a lender and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. Western Asset is a client related party to a current AlixPartners client in matters unrelated to the Debtors.
- Wilmington Trust, N.A. (“**Wilmington Trust**”), a creditor to the Debtors and in its capacity as indenture trustee, a member of the Committee, is a bondholder, material contract party, creditor, lessor and indenture trustee to current and former AlixPartners clients in matters unrelated to the Debtors. Wilmington Trust is a former AlixPartners client and a client related party to current AlixPartners clients, all in matters unrelated to the Debtors.

None of the clients of AlixPartners listed above represent more than one percent of revenue of AlixPartners for the 2011 calendar year.

6. AlixPartners and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse

practice, AlixPartners appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, AlixPartners has in the past been, and may in the future be, represented by several attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, AlixPartners has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these Chapter 11 Cases in which it works with or against other professionals involved in these cases. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relations constitute interests adverse to the Debtors.

7. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor any of AlixPartners' professional employees: (a) have any connection with the Debtors, their creditors or any other Potential Parties in Interest in these Chapter 11 Cases or their respective attorneys or accountants, except as otherwise set forth herein; or (b) are related or connected to any United States Bankruptcy Judge for the Southern District of New York, any of the District Judges for the Southern District of New York who handle bankruptcy cases, the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") or any employee in the Office of the U.S. Trustee, except as otherwise set forth herein.

8. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, except as otherwise disclosed herein, AlixPartners has not been retained to assist any entity or person other than the Committee on matters relating to, or in direct connection with, these Chapter 11 Cases. If the Committee is authorized by the Court to

employ and retain AlixPartners, AlixPartners will not accept any new engagements to perform any service for any other entity in these Chapter 11 Cases. AlixPartners will, however, continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases.

9. In addition, from time to time, AlixPartners has provided services, and likely will continue to provide services, to certain parties in interest of the Debtors and various other parties adverse to the Debtors in matters unrelated to these Chapter 11 Cases. As described above, however, AlixPartners has undertaken a detailed search to determine and to disclose whether it is providing or has provided services to any significant customers, equity security holders, insiders, or other parties in interest in such unrelated matters.

10. To the best of my knowledge, neither AlixPartners nor any of its professionals is a direct holder of any of the Debtors' securities. It is possible that certain of AlixPartners employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in mutual funds or other investment vehicles that own the Debtors' debt or equity securities or other financial instruments including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. AlixPartners' policy prohibits its employees from trading in the Debtors' securities.

11. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, AlixPartners is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code, in that AlixPartners and its professional personnel (a) are not creditors, equity security holders, or insiders of the Debtors, (b) are not and

were not, within two years before the date of filing of the Debtors' Chapter 11 Cases, directors, officers or employees of the Debtors, and (c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

12. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Debtors.

13. Despite the efforts described above to identify and disclose the connections that AlixPartners and its affiliates have with parties in interest in these Chapter 11 Cases, because the Debtors are a large enterprise with thousands of creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if AlixPartners discovers additional information that requires disclosure, AlixPartners will file promptly a supplemental declaration with the Court.

14. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these Chapter 11 Cases (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by the Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code. If any such

agreement is entered into, AlixPartners undertakes to amend and supplement this declaration to disclose the terms of any such agreement.

15. No promises have been received by AlixPartners, or by any employee thereof, as to compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing is true and correct.

Dated: June 27, 2012

AlixPartners, LLP

/s/ Harvey R. Kelly

Harvey R. Kelly
Managing Director

Schedule 1

Potential Parties in Interest

RESIDENTIAL CAPITAL, LLC ET AL.
Case No. 12-12020 (MG)

POTENTIAL PARTIES IN INTEREST

Debtors and Subsidiaries

ditech, LLC
DOA Holding Properties, LLC
DOA Properties IX (Lots-Other), LLC
EPRE LLC
Equity Investment I, LLC
ETS of Virginia, Inc.
ETS of Washington, Inc.
Executive Trustee Services LLC
GMAC – RFC Holding Company, LLC
GMAC Model Home Finance I, LLC
GMAC Mortgage USA Corporation
GMAC Mortgage, LLC
GMAC Residential Holding Company, LLC
GMAC RH Settlement Service, LLC
GMACM Borrower LLC
GMACM REO LLC
GMACR Mortgage Products, LLC
HFN REO SUB II, LLC
Home Connects Lending Services, LLC
Homecomings Financial Real Estate Holdings, LLC
Homecomings Financial, LLC
Ladue Associates, Inc.
Passive Asset Transactions, LLC
PATI A, LLC
PATI B, LLC
PATI Real Estate Holdings, LLC
RAHI A, LLC
RAHI B, LLC
RAHI Real Estate Holdings, LLC
RCSFJV2004, LLC
Residential Accredited Loans, Inc.
Residential Asset Mortgage Products, Inc.
Residential Asset Securities Corporation
Residential Capital, LLC
Residential Consumer Services of Alabama, LLC
Residential Consumer Services of Ohio, LLC
Residential Consumer Services of Texas, LLC
Residential Consumer Services, LLC
Residential Funding Company, LLC
Residential Funding Mortgage Exchange, LLC
Residential Funding Mortgage Securities I, Inc.
Residential Funding Mortgage Securities II, Inc.
Residential Funding Real Estate Holdings, LLC
Residential Mortgage Real Estate Holdings, LLC
RFC – GSAP Servicer Advance, LLC
RFC Asset Holdings II, LLC
RFC Asset Management, LLC
RFC Borrower LLC
RFC Construction Funding, LLC
RFC REO LLC
RFC SFJV-2002, LLC

Foreign Subsidiaries

Canada Mortgage Acceptance Corporation
Foreign Obligation Exchange, Inc. 2003-H12
Foreign Obligation Exchange, Inc. 2003-H14
Foreign Obligation Exchange, Inc. 2004-H11
Foreign Obligation Export, Inc.
GMAC Financiera S.A. de C.V. Sociedad
Financiera de Objeto Multiple
GMAC Residential Funding of Canada Limited
GMAC-RFC (No. 2) Limited
GMAC-RFC Auritec, S.A.
GMAC-RFC Direct Limited
GMAC-RFC Espana Hipotecas SL
GMAC-RFC Europe Limited
GMAC-RFC Holdings Limited
GMAC-RFC Property Finance Limited
High Street Home Loans Limited
MCA Finance Limited
National Guarantee plc
Private Label Group Limited
Private Label Mortgage Services Limited

Officers and Directors

Abreu, Steven M.
Aretakis, James
Dondzila, Catherine M.
Fleming, Patrick
Hamzehpour, Tammy
Harney, Anthony J.
Hills, Garry
Horner, Jill M.
III, Edward F. Smith,
Ilany, Jonathan
Mack, John E.
Marano, Thomas
Meyer, Darsi
Nees, Louis A.
Pensabene, Joseph A.
Riddle, Mindy
Strauss, Thomas M.
Tyson, William N.
West, Pamela E.
Whitlinger, James
Wilkinson, Winston Carlos

Parties to Funding Agreements

Ally Financial Inc (f/k/a GMAC Inc.)
Barclays Bank PLC
Citibank, N.A.
Wells Fargo Bank, N.A.
BMMZ Holdings LLC
US Bank National Association
Deutsche Bank Trust Company Americas

Bondholders

AllianceBernstein Advisors
American Enterprise Investment Services Inc.
Appaloosa Management L.P.
Bank of New York Mellon, (The)/Barclays Capital -
London
Bank of Nova Scotia/CDS
BARC/FIXED
Barclays Capital Inc. /LE
Berkshire Hathaway Inc.
BlackRock Global Investors
Charles Schwab & Co., Inc.
CITIBK/GRP
Citigroup Global Markets Inc.
Citigroup Global Markets Inc. /Salomon Brothers
Credit Suisse Securities (USA) LLC
David Lerner Associates, Inc.
Deutsche Bank Securities, Inc.
E*Trade Clearing LLC
Edward D. Jones & Co.
First Clearing, LLC
First Southwest Company
Goldman Sachs International
Goldman, Sachs & Co.
Interactive Brokers Retail Equity Clearing
J.P. Morgan Clearing Corp.
J.P. Morgan Securities LLC
Janney Montgomery Scott Inc.
Loomis Sayles & Company
LPL Financial Corporation
Merrill Lynch Safekeeping
Morgan Stanley & Co. LLC
Morgan Stanley Smith Barney LLC
National Financial Services LLC
Oppenheimer & Co. Inc.
OptionXpress, Inc
P. Schoenfeld Asset Management
Paulson & Co. Inc.
Penson Financial Services, Inc./Ridge.
Pershing LLC
Pentwater Capital Management
Putnam Investment Management
Raymond, James & Associates, Inc.
RBC Capital Markets, LLC
Scottrade, Inc.
Security Investors LLC
Silver Point Capital, L.P.
Stifel, Nicolaus & Company Incorporated
Taconic Capital Advisors, L.P.
TD Ameritrade Clearing, Inc.
Timber Hill LLC
UBS Financial Services LLC
UBS Securities LLC
Vanguard Marketing Corporation
Western Asset Management Company

Landlords and Tenants

2155 Northpark Lane LLC
2255 Partners, L.P. c/o M. David Paul Development

LLC
Avenel Realty Company d / b / a Avenel at
Montgomery Square
Brandywine Cityplace LP
BREOF Convergence LP c/o Brookfield Real Estate
Opportunity Fund
Business Suites (Texas) LTD
Center Township of Marion County
Del Amo Financial Center, LP
DRA CLP Esplanade LP c/o Colonial Properties
Services Ltd Partnership
Euclid Plaza Associates, LLC
GBM Properties, LLC
Homeowners Alliance
Liberty Property Limited Partnership
National Default Servicing, LLC
New Towne Center Inc.
PBC San Jose, LLC
PBC Walnut Creek, LLC
Realty World - Graham/Grubbs and Associates
Regus Management Group LLC
Teachers Insurance and Annuity Association of
America c/o Northmarq RES
The Irvine Company LLC
The Office Annex, Inc.
Veridian Credit Union f/k/a John Deere Community
Credit Union
W.E.G., Jr., Inc. d / b / a Highland-March Beverly
Suites

Parties to Litigation

Acacia Life Insurance Company
Allstate Bank (f/k/a Allstate Federal Savings Bank)
Allstate Insurance Company
Allstate Life Insurance Company
Allstate Life Insurance Company of New York,
Allstate Retirement Plan
Allstate New Jersey Insurance Company
American Heritage Life Insurance Company
Ameritas Life Insurance Corp.
Boilermaker Blacksmith National Pension Trust
Brown County, Ohio
Cambridge Place Investment Management Inc.
Church-Dellinger, Victoria Jean
Columbus Life Insurance Company
Deutsche Zentral-genossenschaftsbank, New York
Branch, d/b/a DZ Bank AG, New York Branch
DG Holding Trust
Federal Home Loan Bank of Boston
Federal Home Loan Bank of Chicago
Federal Home Loan Bank of Indianapolis
Federal Home Loan Mortgage Corporation
Federal Housing Finance Agency
Financial Guaranty Insurance Company
First Colonial Insurance Company
Fort Washington Active Fixed Income LLC
Fort Washington Investment Advisors, Inc.
HSH Nordbank AG
HSH Nordbank AG, Luxembourg Branch

HSH Nordbank AG, New York Branch
HSH Nordbank Securities S.A.
Huntington Bancshares Inc.
IKB Deutsche Industriebank AG
IKB International S.A. (in Liquidation)
Integrity Life Insurance Company
Kennett Capital, Inc.
Kral, Kenneth L.
Laster, Martael
Massachusetts Mutual Life Insurance Company
MBIA Insurance Corporation
Mitchell, Ruth
Mitchell, Steven
National Credit Union Administration Board
National Integrity Life Insurance Company
New Jersey Carpenters Health Fund
New Jersey Carpenters Vacation Fund
Rio Debt Holdings (Ireland) Limited
Sall, Mohammed A.
Sealink Funding Ltd.
State of Ohio
Stichting Pensioenfond ABP
The Charles Schwab Corporation
The Union Central Life Insurance Company
The Western and Southern Life Insurance Company
Thrivent Balanced Fund
Thrivent Balanced Portfolio
Thrivent Bond Index Portfolio
Thrivent Core Bond Fund
Thrivent Financial Defined Benefits Plan Trust
Thrivent Financial for Lutherans
Thrivent Income Fund
Thrivent Limited Maturity Bond Fund
Thrivent Limited Maturity Bond Portfolio
U.S. Central Federal Credit Union
West Virginia Investment Management Board
Western Corporate Federal Credit Union
Western-Southern Life Assurance Company

U.S. Trustee's Office (Region 2 Trial Attorneys)

Davis, Tracy Hope
Driscoll, Michael
Gasparini, Elisabetta
Golden, Susan
Khorodovsky, Nazar
Masumoto, Brian S.
Morrissey, Richard C.
Nakano, Serene
Riffkin, Linda A.
Schwartz, Andrea B.
Schwartzberg, Paul K.
Velez-Rivera, Andy
Zipes, Greg M.

Bankruptcy Judges (New York)

Bernstein, Stuart M.
Chapman, Shelley C.
Drain, Robert
Gerber, Robert E.

Glenn, Martin
Gonzalez, Arthur J.
Gropper, Allan L.
Lane, Sean H.
Lifland, Burton R.
Morris, Cecelia G.
Peck, James M.

District Court Judges (New York)

Baer, Harold
Batts, Deborah A.
Berman, Richard M.
Briccetti, Vincent L.
Buchwald, Naomi Reice
Carter, Andrew L.
Castel, P. Kevin
Cedarbaum, Miriam Goldman
Cote, Denise L.
Crotty, Paul A.
Daniels, George B.
Duffy, Kevin T.
Engelmayer, Paul A.
Forrest, Katherine B.
Gardephe, Paul G.
Griesa, Thomas P.
Haight, Charles S.
Hellerstein, Alvin K.
Jones, Barbara S.
Kaplan, Lewis A.
Karas, Kenneth M.
Koeltl, John G.
Marrero, Victor
McKenna, Lawrence M.
McMahon, Colleen
Nathan, Alison J.
Oetken, J. Paul
Owen, Richard
Patterson, Robert P.
Pauley, William H.
Preska, Loretta A.
Rakoff, Jed S.
Ramos, Edgardo
Sand, Leonard B.
Scheindlin, Shira A.
Seibel, Cathy
Stanton, Louis L.
Stein, Sidney H.
Sullivan, Richard J.
Swain, Laura Taylor
Sweet, Robert W.
Wood, Kimba M.

Depositing Banks

Ally Bank
Bank of America, N.A.
Bank of New York Mellon
Citibank, N.A.
Deutsche Bank Trust Company Americas
JPMorgan Chase Bank, N.A.

M&T Bank
State Street Bank and Trust Company
U.S. Bank National Association
Wachovia Bank, National Association

Consultants & Professionals

Barclays Bank PLC
Centerview Partners LLC
Deloitte & Touche
Evercore
Fortress Investment Group, LLC
FTI Consulting, Inc.
Kirkland & Ellis LLP
Kurtzman Carson Consultants LLC
Mayer Brown LLP
Mercer
Nationstar Mortgage, LLC
PricewaterhouseCoopers
Rubenstein Associates, Inc.
Sidley Austin LLP
Skadden, Arps, Slate, Meagher & Flom LLP

HELOC Investors

5th 3rd bank
Aurora Loan Services LLC
Bank One, Texas N.A.
Deutsche Bank National Trust Co.
Everbank
JP Morgan Chase
Macquarie Mortgages USA Inc
Suntrust
The Bank of New York Mellon
Treasury Bank, N.A.
Us Bank, N.A.
Wachovia Bank Na
Wells Fargo Bank, N.A.

Servicing Counterparties

Government Entities and GSEs

Federal Home Loan Mortgage Corporation (Freddie Mac)
Federal Housing Administration (FHA)
Federal National Mortgage Association (Fannie Mae)
Government National Mortgage Association (Ginnie Mae)

Housing and Local Agencies

California Housing Finance Agency
CitiMortgage, Inc., as administrator for Texas Veterans Land Board
Connecticut Housing Finance Authority
Delaware Housing Authority
Hawaii Housing (Hula Mae)
Housing Opportunities Commission of Montgomery County, Maryland
Mississippi Home Corporation
Neighborhood Housing Services of America and

Philadelphia N.H.S.
Oregon Housing and Community Services Department
Redevelopment Authority of the County of Berks Rural Housing
The Housing and Redevelopment Authority in and for the City of Minneapolis
The Industrial Commission of North Dakota

Mortgage and Monoline Insurers

Ambac
Assured Guaranty Corp.
Cuna Mutual Group Mortgage Insurance Company
FGIC
Financial Security Assurance Inc
General Electric Mortgage Insurance Corporation
Genworth Mortgage Insurance Corporation
MBIA
Mortgage Guaranty Insurance Corp.
PMI Mortgage Insurance Co.
Radian Asset Assurance Inc.
Radian Guaranty Inc.
Republic Mortgage Insurance Company
Triad Guaranty Insurance Corporation
United Guaranty Residential Insurance Company

Trustees

Bank One, National Association
BNY Midwest Trust Company
Chase Bank of Texas, N.A.
Citibank, N.A.
Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas
HSBC Bank USA, National Association
JPMorgan Chase Bank, N.A.
LaSalle Bank National Association
Security Pacific National Company
The Bank of New York Mellon
U.S. Bank National Association
US National Association
Wells Fargo Bank Minnesota, N.A.
Wells Fargo Bank, National Association
Wilmington Trust Company

Other Counterparties to Servicing Agreements

50 BY 50, LLC
ABN AMRO Mortgage Group, Inc.
Access National Mortgage Corporation
Ace Home Equity Loan Trust, Series 2007-SL3
ACE Securities Corp.
ACT Mortgage Capital
Advantage Bank
Aegis Mortgage Corporation
Aegon USA Realty Advisors
Alliance Bancorp
Alliance Securities Corp.
Ally Bank
Ally Financial Inc.
Ally Investment Management LLC

Alternative Finance Corporation
Amalgamated Bank of New York
American Equity Mortgage, Inc.
American Home Mortgage
American Home Mortgage Acceptance, Inc.
American Home Mortgage Investment Trust 2005-2
American Home Mortgage Investment Trust 2005-4A
American Home Mortgage Investment Trust 2006-2
American Home Mortgage Investment Trust 2007-A
American Home Mortgage Servicing, Inc.
American Home Mortgage Trust 2004-4
American Home Mortgage Trust 2005-1
American Home Mortgage Trust 2005-2
American Home Mortgage Trust 2005-4A
American Residential Equities XXVII, LLC
American Residential Equities, LLC
Ameriquest Mortgage Company
Andover Bank
Arbor Commercial Mortgage, LLC
Asset Management Holding of South Florida, LLC
Assured Guaranty Municipal Corp
Atlantic Financial Federal
Audobon Savings Bank
Aurora Loan Services Inc.
Aurora Loan Services LLC
Banc of America Funding 2005-3 Trust
Banc of America Funding 2005-8 Trust
Banc of America Funding 2006-1 Trust
Banc of America Funding 2006-4 Trust
Banc of America Funding Corporation
Banc of America Mortgage Capital Corporation
Bancap
Banco Mortgage Company
Banco Popular North America
Bank of America, National Association
Bank of Hawaii
Bank One, Texas, N.A.
Bank Rhode Island
Bank United, FSB
Bankatlantic, A Federal Savings Bank
Bankers Saving
Bankers Trust Company
Banknorth Mortgage
Bay Atlantic Federal Credit Union
Bay Financial Savings Bank, FSB
Bayrock Mortgage Corporation
Bayview Acquisitions, LLC
Bayview Financial Asset Trust
Bayview Financial Property Trust
Bayview Financial Securities Company, LLC
Bayview Financial Trading Group, L.P.
Bayview Financial, L.P.
Bear Stearns Asset Backed Securities I, LLC
Bear Stearns Mortgage Capital Corporation
Bear Stearns Second Lien Trust 2007-1
Bear Stearns Second Lien Trust 2007-SV1
Bell Federal Savings and Loan Association

BellaVista Funding Corporation
Belvedere Trust Finance Corporation
Bluebonnet Savings Bank FSB
BMMZ Holdings LLC
Broadway Federal Bank, FSB
Brothers Bank, FSB
Butte Savings and Loan Association
Caliber Funding, LLC
California Banking Association
California Federal Bank, FSB
California Public Employees' Retirement System
Cambridge Place Collateral Management LLC
Canada Mortgage Acceptance Corporation
Capital Crossing Bank
Capitol Federal Savings and Loan Association
Capstead Mortgage Corporation
CDC Mortgage Capital Inc. (Natixis)
Cenfed Bank, a Federal Savings Bank
Cenlar FSB
CenterState Bank of Florida, N.A.
Central Bank of Jefferson County, Inc.
Century Bank, FSB
CFX Bank
Charter One Bank, FSB
Charter One Bank, N.A.
Chase Manhattan Mortgage Corporation
Chemical Mortgage Company
Citi Financial Mortgage Co., Inc
Citibank (West), FSB
Citigroup Global Markets Realty Corp.
Citigroup Mortgage Loan Trust Inc.
CitiMortgage, Inc.
Citizens Bank of Connecticut
Citizens Bank of Massachusetts
Citizens Bank of New Hampshire
Citizens Bank of Pennsylvania
Citizens Bank, N.A.
Citizens Federal Bank, FSB
Clayton Fixed Income Services Inc.
Clayton National, Inc.
CMC Investment Partnership
Coastal Banc Capital Corporation
Coastal Banc SSB
Coastal States Mortgage Corporation
Collective Federal Savings Bank
Colonial Mortgage Service Company
Comerica Bank
Community Lending, Incorporated
Communityone Bank, N.A.
ComUnity Lending, Incorporated
Copperfield
Core, Cap Inc.
Corona Asset Management III, LLC
Countrywide Bank, N.A.
Countrywide Home Loans Servicing, LP
Countrywide Home Loans, Inc.
Credit Suisse First Boston Mortgage Securities Corp.
CSX

CTCE Federal Credit Union
CTX Mortgage Company, LLC
DB Structured Products, Inc.
Deutsche Alt-A Securities, Inc.
Deutsche Bank AG New York Branch
Deutsche Mortgage Securities, Inc.
DLJ Mortgage Acceptance Corp.
DLJ Mortgage Capital, Inc.
Dollar Bank, FSB
Drawbridge Consumer Funding Ltd
Dynex Securities Corporation
E*Trade Bank
E*Trade Mortgage
E*Trade Wholesale Lending Corp.
EAB Mortgage Company, Inc.
EMC Mortgage Corporation
Empire Mortgage X, Inc.
Encore Bank and National Association
Encore Savings Bank
Erie Savings Bank
Eurekabank
EverBank
Fairbanks Capital Corp.
Fairfax Savings Bank
Family Bank, FSB
Family Lending Services, Inc.
FBS Mortgage Corporation
Federal Home Loan Bank of Atlanta
Federal Trust Bank, FSB
Fidelity Federal Bank
Fidelity Savings and Loan
Fifth Third Bank
Financial Asset Securities Corp.
First Bank Incorporated
First Bank, Inc.
First Cap Holdings, Inc.
First Citizens Bank and Trust Company
First Citizens Mortgage Company
First Community Bank N.A.
First Federal of Michigan
First Federal Savings and Loan Association of
Storm Lake
First Guaranty Mortgage Corporation
First Horizon Home Loan Corporation
First Indiana Bank
First Internet Bank of Indiana
First Massachusetts Bank, N.A.
First National Bank and Trust Company
First National Bank of Arizona
First National Bank of El Dorado
First Nationwide Mortgage Corporation
First NLC
First Rate Capital Corporation
First Savings Mortgage Corporation
First Tennessee Bank National Association
First Tennessee Capital Assets Corporation
First Trust Savings Bank
First Union National Bank
First-Citizens Bank & Trust Company

Firsttrust Bank
Fleet National Bank
Flex Point Funding Corporation
Flick Mortgage Investors, Inc.
FNBA
Fortress Credit Corp.
FPA Corporation
Franklin Bank, SSB
Franklin Credit
Franklin Credit Management Corporation
Gateway Credit Union
Gateway Funding Diversified Mortgage Services,
LP
GE Capital Consumer Card Co.
GE Mortgage Services, LLC
Geneva Mortgage Corporation
Germantown Savings Bank
Gibraltar Savings Association
Ginn Financial Services, LLC
Goldman Sachs Mortgage Company
Gonzalo Residential Asset Trust
Great American First Savings Bank
Great American Savings Bank
Green Planet Servicing, LLC
Green Tree Servicing LLC
GreenPoint Mortgage Funding Trust 2005-HE4
GreenPoint Mortgage Funding Trust 2006-HE1
GreenPoint Mortgage Funding, Inc.
Greenwich Capital Acceptance, Inc.
Greenwich Capital Financial Products, Inc.
Greenwich Universal Portfolio
GS Mortgage Securities Corp.
GSAA Home Equity Trust 2005-9
GSMPS Mortgage Loan Trust 2005-LT1
GSR Mortgage Loan Trust 2006-AR2
GSR Trust 2007-HEL1
Guardian Savings Bank
Hanover Capital Mortgage Holdings, Inc.
HarborView Mortgage Loan trust 2004-10
Healthcare Employees Federal Credit Union
Home Equity Loan Trust 2005-HS2
Home Equity Loan Trust 2006-HSA2
Home Equity Loan Trust 2006-HSA3
Home Equity Loan Trust 2006-HSA5
Home Equity Loan Trust 2007-HSA1
Home Equity Loan Trust 2007-HSA3
Home Federal Savings & Loan Association of
Rome, Ga.
Home Loan Corporation
Home Loan Series 09-2028
HomeBanc Mortgage
HomEq Servicing Corporation
Horsham Funding Inc.
HSI Asset Securitization Corporation
Hudson & Keyse, LLC
Hudson City Savings Bank
Huntington Federal Savings & Loan Association
Hyperion Capital Group LLC
IMPAC CMB Trust Series 2005-6

IMPAC Funding Companies
IMPAC Funding Corporation
IMPAC Mortgage Holdings, Inc.
IMPAC Secured Assets Corp.
Imperial Credit Industries, Inc.
Independent Bank East Michigan
IndyMac Bank, FSB (now OneWest Bank, FSB)
IndyMac MBS, Inc.
IndyMac Mortgage Holdings, Inc.
ING Bank, FSB
Investment Capital Group
Irwin Union Bank and Trust Company
Ixis Real Estate Capital Inc
Jackson Federal Bank
Just Mortgage, Inc.
Kaiser Federal Bank
Keystone Nazareth Bank & Trust Company
Kidder Peabody Mortgage Capital Corporation
Lacera
Lebank
Lehman Brothers Bank, FSB
Lehman Brothers Holdings Inc.
Lehman Capital, a division of Lehman Brothers
Holdings Inc.
Liberty Home Lending, Inc.
Liberty Savings Bank, FSB
Linden Assemblers Federal Credit Union
Litton Loan Servicing, LP
LNV Corporation
Loan Center of California
Loan Link Financial Services
Local #38 and Associates Credit Union
Lomas Mortgage USA, Inc.
Los Angeles County Employees Retirement
Association
Los Angeles Federal Savings
LPP Mortgage Ltd.
Luminent Mortgage Capital, Inc.
Lydian Private Bank
Macquarie Mortgage Funding Trust 2007-1
Macquarie Mortgages USA, Inc.
MAIA Mortgage Finance Statutory Trust
Marine Bank
Market Street Mortgage Corporation
Massachusetts Mutual Life Insurance Co.
Matrix Capital Bank
MB Financial Bank N.A.
Medway Savings Bank
Mellon Bank
Mellon/McMahon Real Estate Advisors Inc.
Merck Sharp & Dohme Federal Credit Union
Mercury Mortgage Finance Statutory Trust
Meridian Mortgage Corporation
Merrill Lynch Bank & Co.
Merrill Lynch Hunton Paige
Merrill Lynch Mortgage Capital Inc.
Merrill Lynch Mortgage Holdings, Inc.
Merrill Lynch Mortgage Investors, Inc.
Merrill Lynch Mortgage Lending, Inc.

Metlife Bank, N.A.
Metrocities Mortgage Corp., LLC
Metropolitan Life Insurance Company
Mid America Bank, FSB
MidFirst Bank
Midland Financial Savings and Loan Association
Mint I, LLC
Mint II, LLC
Money Bank Investment Corporation
Monterey I Holdings
Morgan Stanley Capital I Inc.
Morgan Stanley Mortgage Capital Inc.
Morgan Stanley Mortgage Loan Trust 2005-3AR
Mortgage Asset Securitization Transactions, Inc.
Mortgage Asset Securitization Trust
Mortgage Interest Networking Trust II
Mortgage Investors Corporation
MortgageIT Holdings Inc.
MortgageIT Securities Corp.
MortgageIT Trust 2005-4
MortgageIT, Inc
MRF 3 LLC
Mrit Securities Corporation
Mutual Savings & Loan Association of Charlotte,
N.C.
Mutual Savings Bank
National Bank of Commerce
NETBANK
Network Funding L.P.
Neuwest Equity Partners
New Century Mortgage Securities, Inc.
New Cumberland Federal Credit Union
New Penn Financial, LLC
New York Life Insurance and Annuity Corporation
New York Life Insurance Company
Nomura Asset Acceptance Corporation
Nomura Credit & Capital, Inc.
Nomura Home Equity Loan, Inc.
North Jersey Federal Credit Union, Inc.
Northwest Funding, Inc.
Northwestern National Bank of Minneapolis
Norwest Bank Minnesota, National Association
Norwest Mortgage, Inc.
Ocwen Federal Bank FSB
Ocwen Loan Servicing, LLC
Ohio Savings Bank
Opteum Financial Services, LLC
Option One Mortgage Corporation
Paine Webber Real Estate Securities Inc.
Parkside Lending, LLC
Parkvale Savings Bank
Paul Financial, LLC
People Savings Bank, Inc., SSB
Peoples Heritage Savings Bank
PHH Mortgage
Philadelphia Federal Credit Union
Pinnacle Capital Mortgage Corporation
Pinnacle Financial Corporation
Plaza Home Mortgage, Inc.

PMC Bancorp
PNC Bank, N.A.
PNC Mortgage Securities Corp.
Pomona First Federal Bank and Trust
Principal Asset Markets, Inc.
Principal Bank
Principal Mutual Life Insurance Company
Private Capital Group
Quaker City Bank
Quicken Loans Inc.
RBS Citizens, National Association
Real Time Resolutions, Inc.
Real Time Solutions
Realty Mortgage Corporation
Redlands Federal Bank, FSB
Redwood Trust, Inc.
Reliance Federal Credit Union
Residential Mortgage Assistance Enterprise, LLC
Resolution Capital Advisors, LLC
Ridgewood Savings Bank
Riggs Bank N.A.
Rochester Community Savings Bank
Roosevelt Management Company, LLC
RWT Holdings, Inc.
Ryland Acceptance Corporation Four
SACO I Trust 2005-GP1
SACO I Trust 2006-8
Salomon Brothers Realty Corp.
Saxon Mortgage Funding Corporation
Sea Breeze Financial Services, Inc.
Sebring Capital
Secured Bankers Mortgage Company
Security National
Security Pacific National Bank
Select Portfolio Servicing Inc.
Sequoia Funding Trust
Sequoia Residential Funding, Inc.
Shearson Lehman Government Securities, Inc.
Shellpoint Mortgage LLC
Sierra Pacific Mortgage, Inc.
Silver State Financial Services, Inc.
Silvergate Bank
Skyline Financial Corp.
SMFC Funding Corporation
SN Servicing Corporation
SNBOA, LLC
Southbank
Southern Pacific Thrift and Loan Association
SouthStar Funding, LLC
Southwest Savings and Loan Association
Sovereign Bank, FSB
Specialized Loan Servicing LLC
St. Paul Federal Bank for Savings
Stanwich Mortgage Acquisition Company, LLC
Sterling Savings Bank
Steward Financial, Inc.
Stonebridge Bank
Structured Asset Mortgage Investments II Inc.
Structured Asset Mortgage Investments, Inc.

Structured Asset Securities Corporation
Structured Mortgage Investments II Inc.
Summit Savings & Loan Association
Suntrust Asset Funding, LLC
Superior Bank
Susquehanna Bank
Syncora Guarantee Inc.
Taylor, Bean Whitaker
TCF National Bank
TCIF, LLC
TeleBank
Terwin Advisors LLC
Terwin Mortgage Trust 2006-6
Terwin Securitization LLC
The Canada Trust Company
The Chase Manhattan Bank
The First Boston Corporation
The First National Bank of Glens Falls
The Frost National Bank
The Mortgage Store Financial, Inc.
The New York Mortgage Company, LLC
The Travelers Indemnity Company
The Winter Group
Treasury Bank, N.A.
Tri Counties Bank
Tri Country Area Federal Credit Union
Truman Capital Securitization LLC
UBS Real Estate Securities Inc.
UBS Warburg Real Estate Securities Inc.
UBS Warburg, LLC
United Capital Mortgage, LLC
United Federal Savings Bank
United Financial Mortgage Corporation
United Savings Association of Texas, FSB
Unity Bank
Universal Master Servicing, LLC
US Bank Home Mortgage
USAA Federal Savings Bank
Valley Independent Bank
Vermont Mortgage Group, Inc.
Wachovia Bank, National Association
Wachovia Mortgage Corporation
Walter Mortgage Company
Washington Mutual Bank
Washington Mutual Mortgage Securities Corp.
Webster Bank
Western Financial Savings Bank, FSB
WestStar Mortgage, Inc.
Wilshire Credit Corporation
Winter Group
Witmer Funding LLC
WMCC Clayton / Washington Mutual Bank
WMD Capital Markets, LLC

Utilities

Abovenet Communications Inc.
AT&T
AT&T Mobility
Center Point Energy

CenturyLink
Cisco Systems Capital Corporation
City of Eden Prairie
Comcast
Dish Network
Genesys Conferencing
Global Capacity Group Inc.
IEX Corporation
Inova Solutions
Intercall
Intervoice Inc.
Level 3 Communications LLC
MediaCom
Micro-Tel Center
MidAmerican Energy
Sprint
Time Warner Cable
Time Warner Telecom
Verizon
Verizon Business
Verizon California
Verizon Wireless
Waste Management
Waterloo Water Works
Xcel Energy

Police and Fire Retirement System of the City of
Detroit
Sealink Funding Limited
Steven And Ruth Mitchell
Stichting Pensioenfond ABP
The Charles Schwab Corporation
The Union Central Life Insurance Company
Thrivent Financial for Lutherans
Tiffany Smith
US Bank
Wells Fargo & Company
Wells Fargo Bank N.A
West Virginia Investment Management Board
Western & Southern

Consolidated Top 50 Creditors

Aegis Usa Inc.
Alan Gardner
Allstate Insurance
Ambac Assurance Corp
Assured Guaranty Corp.
BNYMellon
Boilermaker Blacksmith National Pension Trust
Brian Kessler, et al
Cambridge Place Investment Management Inc.
Credstar
Deutsche Bank AG, New York
Deutsche Bank Trust Company Americas
Don E. Diane M. Patterson
Donna Moore
Emortgage Logic
Federal Home Loan Bank of Boston
Federal Home Loan Bank of Chicago
Federal Home Loan Bank of Indianapolis
Federal Housing Finance Agency
Financial Guaranty Insurance Co.
Huntington Bancshares Inc.
Indecomm Global Services
Iowa Public Employees Retirement System
Lehman Brothers Holdings, Inc.
Loan Value Group
Massachusetts Mutual Life Insurance Company
MBIA, Inc.
Midwest Operating Engineers Pension Trust Fund
National Credit Union Administration Board
New Jersey Carpenters Health Fund
New Jersey Carpenters Vacation Fund
Orange County Employees Retirement System

Exhibit C

Engagement Letter



June 27, 2012

The Official Unsecured Creditors' Committee of Residential Capital, LLC
c/o Kenneth H. Eckstein, Esq., Committee Counsel
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036

Re: Agreement for Financial Advisory and Consulting Services

Dear Mr. Eckstein:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP, a Delaware limited liability partnership ("AlixPartners") and the Unsecured Creditors Committee ("Committee") of Residential Capital, LLC and certain of its affiliates in their Chapter 11 cases (the "Debtors") for the engagement of AlixPartners to provide advisory services to the Committee with respect to the Debtors' Chapter 11 reorganization cases currently pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions.

OBJECTIVES AND TASKS

AlixPartners will assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners will likely perform is as follows:

- Advise and assist the Committee in its review and investigation of: (i) related party transactions, including those between the Debtors and non-Debtor subsidiaries and affiliates and (ii) selected other pre-petition transactions.
- Advise and assist the Committee in identifying and/or reviewing preference payments, fraudulent conveyances and other causes of action that the Debtors' estates may hold against third parties.
- Render expert testimony and litigation support services, including e-discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.



Kenneth H. Eckstein, Esq.

June 27, 2012

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- Analyze the Debtors' assets and claims, and assess potential recoveries to the various creditor constituencies under various scenarios.
- Advise and assist the Committee in its analysis and monitoring of the Debtors' historical, current and projected financial affairs, including without limitation, schedules of assets and liabilities, statements of financial affairs, periodic operating reports, analyses of cash receipts and disbursements and analyses of cash flow forecasts.
- Assist the Committee and its counsel and investment bankers in evaluating the proposed and future proposed asset sales in an effort to maximize the recovery to unsecured creditors.
- Evaluate and monitor the Debtors' cash forecasts and actual and projected liquidity. Analyze the Debtors' Business Plans, including prospective financial statements and the related underlying assumptions and support thereto.
- Develop periodic monitoring reports to enable the Committee to effectively evaluate the Debtors' performance on an ongoing basis.
- Assist and advise the Committee and its counsel in reviewing and evaluating any court motions filed or to be filed by the Debtors or any other parties-in-interest, including, but not limited to:
 - post-petition financing arrangements
 - cash management
 - employee programs
 - assumption or rejection of executory contracts and/or leases
- Attend Committee meetings and court hearings as may be required in the role of advisors to the Committee.
- Provide other services that are consistent with the Committee's role and duties as may be requested from time to time and that fall within AlixPartners' expertise.

STAFFING

Harvey Kelly will be the managing director responsible for the overall engagement. He will be assisted by Alan Holtz and a staff of consultants at various levels who have a wide range of skills and abilities related to this type of assignment. In addition, AlixPartners has relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

TIMING AND FEES

This confirms that AlixPartners commenced this engagement on May 21, 2012 in good faith and in anticipation of a receipt of a copy of the Agreement signed by the Committee.



Kenneth H. Eckstein, Esq.
June 27, 2012
Page 3 of 7

The Debtors shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

TERMS AND CONDITIONS

The Committee agrees to all the terms of the Agreement, and should note that Section 7 of the General Terms and Conditions provides that the Debtors will indemnify AlixPartners against certain claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement.

* * *

If these terms meet with your approval, please sign and return the enclosed copy of the Agreement.

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP



Harvey R. Kelly
Managing Director

Acknowledged and Agreed to:

On behalf of the Official Unsecured Creditors' Committee of Residential Capital, LLC

By: 

Its: John S. Dubel, Chief Executive Officer, FGIC

Dated: June 27, 2012



SCHEDULE 1

FEES AND EXPENSES

- Fees:** AlixPartners' fees will be based on the hours worked by AlixPartners personnel at AlixPartners' hourly rates, which are:

Managing Directors	\$ 815 - 970
Directors	\$ 620 - 760
Vice Presidents	\$ 455 - 555
Associates	\$ 305 - 405
Analysts	\$ 270 - 300
Paraprofessionals	\$ 205 - 225

AlixPartners reviews and revises its billing rates on January 1 of each year, subject to consultation with and approval by its clients. The above rates will remain in effect through December 31, 2012. AlixPartners shall provide to the Committee sufficient advance notice of any rate increases such that the Committee can comply with any applicable order of the Bankruptcy Court relating to the retention of AlixPartners.

- Expenses:** In addition to the fees set forth herein, the Debtors shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable and documented out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, postage and telephone and facsimile charges.

For those engagements where AlixPartners provides electronic discovery services – which may include the identification, preservation, collection, processing, hosting and production of electronically stored information – the following charges for processing, hosting and production will apply in addition to the hourly fees associated with the identification, preservation and collection of electronically stored information:

Service Description	Per Unit Cost
Data Processing (De-duplication, metadata extraction and indexing for search)	\$125/GB
Relativity Load Fees	\$400/GB
Relativity Analytics (as necessary)	\$250/GB
Hosting Fees (Monthly Charge)	\$50/GB
User Fees (Monthly Charge)	\$100/user
Production TIFF charges	.04/pg
Production endorsements	.01/endorsement
Creation of production sets and load files	Hourly
Production media	At cost

ALIXPARTNERS, LLP
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

Section 1. Committee Responsibilities.

The Committee will undertake responsibilities as set forth below:

1. Use all reasonable efforts to cause the Debtors to provide AlixPartners with (i) reliable and accurate detailed information, materials, and documentation concerning the Debtors; and (ii) access to management and other representatives of the Debtors as reasonably requested by AlixPartners.
2. Make decisions and take future actions, as the Committee determines in its sole discretion, on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners' delivery of the services and the fees charged are dependent on (i) the Committee's timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Committee's management. The Committee shall be responsible for any delays, additional costs or other deficiencies caused by not completing its responsibilities.

The Committee shall apply to the Bankruptcy Court for approval of the Committee's retention of AlixPartners under the terms of the Agreement as soon as reasonably practicable. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners has completed a thorough check of the Debtors' parties in interest list. A specific listing of parties with which AlixPartners has current or prior relationships that may be related to the Debtors will be set forth in the Committee's application to retain AlixPartners as financial advisor. AlixPartners shall have no obligation to provide any further services unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Committee shall assist, or cause their counsel to assist, with filing, serving and noticing of papers related to AlixPartners' fee and expense matters.

Section 2. Billing and Payments.

Billing. AlixPartners will submit monthly invoices for services rendered and expenses incurred. Unless explicitly stated in the invoice, all amounts invoiced are not contingent upon or in any way tied to the delivery of any reports or other work product in the future and are not contingent upon the outcome of any case or matter. AlixPartners' fees are exclusive of taxes or similar charges, which shall be the responsibility of the Debtors (other than taxes imposed on AlixPartners' income generally). AlixPartners invoices will be paid by the Debtors. We acknowledge that neither the Committee nor any of its individual members nor any of its advisors or professionals shall have any obligation to pay our fees or expenses or any indemnity amounts.

Payments. All payments to be made to AlixPartners shall be payable via wire transfer to AlixPartners' bank account, as follows:

Receiving Bank:	Deutsche Bank
	ABA #021-001-033
Receiving Account:	AlixPartners, L.P.
	A/C #003-58897
Currency:	USD

Section 3. Relationship of the Parties.

AlixPartners is providing its services to the Committee and is not providing any services on behalf of any member of the Committee acting in its individual capacity. To the extent any issues arise as to the scope, nature, or substance of AlixPartners' services, AlixPartners and the Committee, with the advice of counsel to the Committee, shall in good faith work to mutually resolve such issues. At the direction of counsel to the Committee, certain communication and correspondence between AlixPartners and the Committee, will be in preparation for litigation regarding the restructuring of the Debtors, and as such, will be subject to the attorney-client privilege and work product privilege between AlixPartners, the Committee, and counsel to the Committee.

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create a fiduciary or agency relationship between AlixPartners and the Committee, the Committee members or the Debtors.

Section 4. Confidentiality.

AlixPartners shall use reasonable efforts to keep confidential all non-public confidential or proprietary information obtained from the Committee or the Debtors during the performance of its services hereunder (the "Information"), and neither AlixPartners nor its personnel will disclose any Information to any other person or entity. "Information" includes non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of the Debtors, their subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

ALIXPARTNERS, LLP
GENERAL TERMS AND CONDITIONS

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, AlixPartners from making such disclosures of Information that AlixPartners reasonably believes is required by law or any regulatory requirement or authority, or to clear client conflicts. AlixPartners may make reasonable disclosures of Information to third parties in connection with the performance of AlixPartners' obligations and assignments hereunder. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Committee and a general description of such services, but shall not provide any other information about its involvement with the Committee. AlixPartners shall use its reasonable efforts to comply with any applicable confidentiality agreement between the Debtors and the Committee.

The Committee acknowledges that all information (written or oral), including advice and Work Product (as defined in Section 5), and the terms of this Agreement, generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Committee in connection with the transactions to which it relates. The Committee agrees that no such information shall be used for any other purpose or reproduced, disseminated, quoted or referred to with or without attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval, except as required by law or permitted by the Committee's by-laws.

Section 5. Intellectual Property.

Upon the Debtors' payment of all fees and expenses owed under this Agreement, all analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that AlixPartners creates or develops specifically for the Committee and delivers to the Committee as part of this engagement (collectively known as "Work Product") shall be owned by the Committee and shall constitute Information as defined above. AlixPartners may retain copies of the Work Product and any Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement. In addition, before submitting our Work Product to the Committee, it may be necessary and appropriate for us to review certain information with management or advisors to the Debtors for accuracy and validity.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, utilities and other intellectual property that AlixPartners has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of AlixPartners. The Committee shall not acquire any interest in the Engagement Tools other than a limited non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product. The Committee acknowledges and agrees that any Engagement Tools provided to the Committee are provided "as is" and without any warranty or condition of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

Section 6. Framework of the Engagement.

The Committee acknowledges that it is retaining AlixPartners solely to assist and advise the Committee as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement. We understand that we are entitled, in general, to rely in good faith on the accuracy and validity of the data disclosed to us or supplied to us by employees and representatives of the Debtors. We will not, nor are we under an obligation to update data submitted to us or review any other areas unless you specifically request us to do so.

Section 7. Indemnification and Other Matters.

The Debtors shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement unless such claims, liabilities, losses, expenses, and damages are the result of the gross negligence or willful misconduct of AlixPartners. The Debtors shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. The AlixPartners Parties may, but are not required to, engage a single firm of separate counsel of their choice in connection with any of the matters to which these indemnification and advancement obligations relate.

If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Debtors shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

Notwithstanding anything to the contrary, the Debtors' indemnification and advancement obligations in this Section 7 shall be primary to (and without allocation against) any similar indemnification and advancement obligations of AlixPartners, its affiliates and insurers to the indemnitees (which shall be secondary).

AlixPartners is not responsible for any third-party products or services separately procured by the Committee. The Committee's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

Section 8. Governing Law and Arbitration.

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

ALIXPARTNERS, LLP
GENERAL TERMS AND CONDITIONS

The Debtors, the Committee and AlixPartners agree that the Bankruptcy Court shall have jurisdiction over any and all matters arising under or in connection with this Agreement, and that any claims or disputes arising out of or related to this Agreement shall be brought and maintained in the Bankruptcy Court.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

Section 9. Termination and Survival.

The Agreement may be terminated at any time on thirty days written notice written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any fees and expenses due under the provisions of the Agreement. Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Section 11. Limit of Liability.

The AlixPartners Parties shall not be liable to the Committee, the Committee members, the Debtors, or any party asserting claims on behalf of the Debtors, except for direct damages found in a final determination to be the direct result of the bad faith, self-dealing, gross negligence, or intentional misconduct of AlixPartners. The AlixPartners Parties shall not be liable for incidental or consequential damages under any circumstances, even if it has been advised of the possibility of such damages.

Section 12. General.

Severability. If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

Entire Agreement. This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by AlixPartners and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

Joint and Several. The Debtors shall be jointly and severally liable for the Debtors' liabilities and obligations set forth in this Agreement.

Third-Party Beneficiaries. The indemnitees shall be third-party beneficiaries with respect to Section 7 hereof.

Data Protection. AlixPartners acknowledges and the Committee and the Debtors agree that in performing the services AlixPartners may from time to time be required to process certain personal data of the Debtors on behalf of the Committee. In such cases AlixPartners may act as the Debtors' data processor and AlixPartners shall endeavor to (a) act only on reasonable instructions from the Committee within the scope of the services of this Agreement; (b) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and (c) comply (to the extent applicable to it and/or the process) with relevant laws or regulations.

Notices. All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP
2000 Town Center, Suite 2400
Southfield, MI 48075
Attention: General Counsel

and if to the Committee, to its retained counsel. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.